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THE

ASIATIC SOCIETY OF BOMBAY

Town Hall, Bombay.

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REPORT

OF THE

BOMBAY CHAMBER OF COMMERCE

FOR THE

YEAR 1873-74.

PRESENTED TO THE ANNUAL GENERAL MEETING
HELD ON THE 14TH OCTOBER 1874.

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Bombay Chamber of Commerce.

ESTABLISHED 22nd SEPTEMBER 1836.

List of Members.

Messrs. ALDRIDGE, SALMON & Co.
" ALSEN, RIEBE & Co.
" BATES (EDWARD) & Co.
" BELL, BRANDENBURG & Co.
" CAMPBELL, MITCHELL & Co.
" CLASON (H.) & Co.
" DODS (H.) & Co.
" EWART, LATHAM & Co.
" FINLAY, MUIR & Co.
" FINLAY, SCOTT & Co.
" FORBES & Co
" FRAMJEE, SANDS & Co.
" GADDUM & Co.
" GRAHAM (W. & A.) & Co.
" GREAVES, COTTON & Co.
" KILLICK, NIXON & Co.
" KNOOP & Co.
" KUNKLER (ALBERT) & Co.
" LAWRENCE & Co.
" LOCKHART (GEORGE) & Co.
" LYON & Co.
" MACDONALD (C.) & Co.
" NICOL (W.) & Co.
" PEEL, CASSELS & Co.
" RALLI BROTHERS.
Messrs. RITCHIE, STEUART & Co.
" SASSOON (D.) & Co.
" SIEGFRIED (JULES) & Co.
" SOUTHERN (R. L.) & Co.
" STEARNS, HOBART & Co.
" VOLKART BROTHERS.
" WALLACE & Co.
" WATSON, BOGLE & Co.

AUSTRIAN TRADING COMPANY.
THE AUSTRO-HUNGARIAN LLOYD'S S.N. COMPANY.
THE AGRA BANK, LIMITED.
THE CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.
THE CHARTERED MERCANTILE BANK OF INDIA, LONDON, AND CHINA.
THE COMPTOIR D'ESCOMPTE DE PARIS.
THE HONGKONG AND SHANGHAI BANKING CORPORATION.
THE LONDON, ASIATIC, AND AMERICAN COMPANY, LIMITED.
THE NATIONAL BANK OF INDIA.
THE ORIENTAL BANK CORPORATION.
THE P. & O. S. N. COMPANY.

RETIRING COMMITTEE.

Mr. E. LORD, *Chairman.*
Mr. D. WATSON, *Deputy Chairman.*

Mr. SORABJEE FRAMJEE PATELL ... ... }
" O. NÖLKE ... ... } *Members.*
" R. B. SEDGWICK ... ... }
" J. SIMPSON ... ... }

COMMITTEE FOR 1874-75.

Mr. DAVID WATSON, *Chairman.*
" J. A. FORBES, *Deputy Chairman.*

Mr. R. B. SEDGWICK ... ... }
" A. E. ASHLEY ... ... } *Members.*
" T. H. MOORE ... ... }
" W. S. D. BLACKHALL ... ... }
" L. A. BLASCHECK ... ... }

JOHN GORDON, *Secretary.*
MUCKONDROW BHAWOO, *Head Clerk.*

RULES AND REGULATIONS

OF THE

Bombay Chamber of Commerce.

Revised and adopted at a General Meeting held on 1st December, 1864.

I. THAT the object and duties of the Chamber shall be to encourage a friendly feeling and unanimity among commercial men on all subjects involving their common good; to promote and protect the general mercantile interests of this Presidency; to collect and classify information on all matters of general commercial interest; to obtain the removal, as far as such a Society can, of all acknowledged grievances affecting merchants as a body, or mercantile interests in general; to receive and decide references on matters of usage and custom in dispute, recording such decisions for future guidance, and by this and other means assisting to form a code of practice for simplifying and facilitating business; to communicate with the public authorities, with similar Associations in other places, and with individuals on all subjects of general mercantile interest; and to arbitrate between parties willing to refer to, and abide by, the judgment of the Chamber.

II. That all persons engaged or interested in mercantile pursuits desirous of joining the Chamber, and disposed to aid in carrying into effect the objects of the same, shall be admitted Members by the vote of a majority of not less than two-thirds of those voting at a General Meeting, as provided for in Rule III.

III. That one-fourth of the firms constituting the Chamber shall be held sufficient to form any General Meeting when the same has

been regularly called together—one partner representing a firm; but two or more partners of one firm being present only to count as one Member of the Chamber. That seven clear days' notice shall be given before any resolution proposing changes in the Rules of the Chamber be brought forward, and that such notice be given in writing to the Secretary, who shall circulate it for the information of the members of the Chamber.

IV. That the Chamber reserves to itself the right of expulsion in case of need, to be decided at a General Meeting by a majority of three-fourths of the Members present at such General Meeting duly convened.

V. The subscription of each firm or Member of the Chamber shall be Rs. 25 per month.*

VI. That the affairs and funds of the Association be managed by a Committee of seven Members, consisting of the Chairman and Deputy Chairman of the Chamber and five Members, who shall be elected annually at a General Meeting of the Chamber in the month of September, and shall remain in office for one year, but be re-eligible on expiration of office. The Chairman and Deputy Chairman, as the case may be, to be *ex-officio* Chairman of the Committee, and in their absence the Committee to elect their own Chairman. Three to be a quorum. In the event of any Member of the Committee resigning or declining to serve, the remaining Members of the Committee shall fill up the vacancy.

VII. The Chairman, Deputy Chairman, and Members of Committee for election, must be proposed at least seven days before the General Meeting to be convened for the purpose of elections, and their names be published in the rooms of the Chamber for that period, and by circular. No two Members of one firm shall be on the Committee at the same time.

VIII. That all questions before the Committee shall be decided by a majority, the Chairman having a second or casting vote in case of an equality of voters.

IX. That the Committee shall meet on Friday, or on such other day as may be found by them most convenient, of every week, to receive and dispose of all communications and references, and to take under their consideration generally all matters embraced in the objects of the Chamber; and that their proceedings be laid on the table for the inspection of all Members, subject to such regulations as they may make.

* *Subscription.*—The following resolution was adopted at a Meeting of the Chamber on April 11th, 1870 :—"That the subscription to the Chamber be reduced from Rs. 25 to Rs. 20, and that the charge for a copy of each of the publications to Members be Rs. 15 per mensem."

X. That General Meetings of the Chamber be held quarterly for the purpose of discussing any measures of public interest which may arise, and that in the interval between the Meetings the Committee of the Chamber be intrusted with the selection of subjects for discussion at those meetings, and give notice of the same to the Members beforehand. That a Special General Meeting shall be called by the Chairman, or by his order, seven days after the receipt of a requisition from any three firms, Members of the Chamber; but that a majority of firms, represented by one or more Members from each firm, being Members of the Chamber, be required to constitute such General Meeting, and that the Annual General Meeting shall be held in the month of September, on such day as the Committee for the time being shall direct, such meeting to be convened on a seven days' notice. That all General Meetings of the Chamber shall be advertised in the newspapers.

XI. That the Committee be authorised to provide suitable accommodation for the meeting of the Chamber, to pay all expenses of the establishment, and to control generally the management of the affairs of the Chamber.

XII. That all moneys or funds of the Chamber, as received, be paid into the hands of the Treasurer or Treasurers for the time being, and that the same be available by cheques signed by the Chairman, or in his absence by the Acting Chairman for the time being, and by one other Member of the Committee.

XIII. That a Secretary be appointed by a majority of Members in such way as the Committee for the time being may point out; that it shall be the duty of such Secretary to keep the records and accounts of the Chamber, to collect subscriptions, handing the same over to the Treasurer, to conduct correspondence, and to act generally under the directions of the Committee.

XIV. That all the proceedings of the Committee be subject to approval or otherwise of General Meetings duly convened.

XV. That any stranger engaged or interested in mercantile pursuits visiting the Presidency may be introduced as a visitor by any Member of the Chamber inserting his name in a book to be kept for the purpose, but that a residence of two months shall subject him to the rule for the admission of Members.

XVI. *Honorary Members.*—Gentlemen distinguished for public services, or eminent in commerce and manufactures, may be elected Honorary Members of the Chamber, and as such shall be exempted from paying subscriptions.

XVII. That an annual report of the proceedings be made, and copies sent to the similar Associations in India, China, and elsewhere.

XVIII. That the foregoing Rules be added to, or altered, only by a majority of Members of the Chamber.

XIX. That the firms whose signatures are attached be considered as acknowledging the "Bombay Chamber of Commerce" as now constituted, to represent their public and united interests.

XX. That the foregoing Rules be copied into a book, to be kept with the records of the Chamber, and be signed by all the Members, and that copies be printed and delivered to each firm.

SHIP TONNAGE SCALE AT BOMBAY.

At a General Meeting of Merchants held in the Offices of the Chamber of Commerce, Bombay, on the 6th of June 1856, convened by Circular under the direction of the Committee of the Chamber, William Forsyth Hunter, Esq., Chairman of the Chamber, in the chair, it was proposed by Henry Scott, Esq., of Messrs Finlay, Scott & Co., seconded by John Campbell, Esq., of Messrs. Campbell, Mitchell & Co., and unanimously carried,—"That from and after the 1st of January 1857 the following amended Scale be taken to regulate the Trade from Bombay and the Malabar Coast to the United Kingdom, in the absence of special agreement to the contrary":—

Articles.	To the Ton.
Aloes, in kegs	16 cwt.
Alum, in bags	20 ,,
Annato, in cases	50 feet.
Apparel	50 ,,
Arrowroot, in cases	50 ,,
Assafœtida, in cases	50 ,,
Barilla	20 cwt.
Bees' Wax, in cases	50 feet.
Betelnut, in bags	16 cwt.
Blackwood, in straight square logs	50 feet.
Do. otherwise	20 cwt.
Books	50 feet.
Borax, in cases	50 ,,
Do. in bags	20 cwt.
Bullion	per cent.
Camphor, in cases	50 feet.
Canes, Rattans, in bundles	16 cwt.
Cardamoms, in bundles	50 feet.
Cassia Lignea, Fistula, and Buds	50 ,,
Chasum	10 cwt.
China Root, in cases	50 feet.
Cigars	50 ,,
Cinnamon, in bales	6 cwt.
Do. in cases	50 feet.
Cloves, in cases	50 ,,

ARTICLES—(*Continued.*)	To the Ton.
Cloves, in bags or frazils...	10 cwt.
Coals...	20 ,,
Cocoa, in bags	12 ,,
Coculus Indicus, in bags...	16 ,,
Coffee, in cases	50 feet.
Do. in bags or frazils...	16 cwt.
Coir, in bales	50 feet.
Do. in bundles or loose...	6 cwt.
Do. Rope, in coils	8 ,,
Colocynth, in cases	50 feet.
Colombo Root, in bags	14 cwt.
Copra, in robins	12 ,,
Do. in bags	12 ,,
Coral, Rough (not specimen), in bags	20 ,,
Cotton, in bales	50 feet.
Cowries, in cases	50 ,,
Do. in bags	20 cwt.
Cubebs	12 ,,
Cummin Seed, in cases	50 feet.
Cutch or Terra Japonica, in bags or baskets, unscrewed.	16 cwt.
Dates, wet	20 ,,
Do. dry	16 ,,
Dragon's Blood, in cases	50 feet.
Ebony, square and straight	50 ,,
Do. otherwise	20 cwt.
Elephants' Teeth, in cases	50 feet.
Do. in bundles	18 cwt.
Do. loose	20 ,,
Furniture	50 feet.
Galingals	12 cwt.
Galls, in bags	16 ,,
Do. in cases	50 feet.
Ginger, dry, in cases	50 ,,
Do. in bags	12 cwt.
Gram	20 ,,
Ground Nuts, shelled	16 ,,
Gums, of all kinds, in cases	50 feet.
Gum Olibanum, in bags	16 cwt.
Hurtall, in cases	50 feet.
Hemp, in screwed bales	50 ,,
Do. loose or in bundles	7 cwt.
Hides and Skins, in screwed bales	50 feet.
Hides and Skins, loose and in small bundles... ...	12 cwt.
Horns, Buffalo and Cow, loose	16 ,,
Horns, Deer, loose	8 ,,
Horn Tips, of any kind	16 ,,
Indigo, in cases	50 feet.
Jackwood	50 ,,
Lac Dye, in shells or cases	50 ,,
Linseed, in bags	18 cwt.

ARTICLES—(*Continued.*)	To the Ton.
Mace, in cases	50 feet.
Mother-o'-Pearl, in cases	50 ,,
Do. in bags	20 cwt.
Munjeet or Madder Root, in cases or bales	50 feet.
Do. in bundles or bags	12 cwt.
Musk, in cases	50 feet.
Myrabolams, in bags	16 cwt.
Nutmegs, in cases	50 feet.
Nux Vomica, in cases	50 ,,
Do. in bags	16 cwt.
Oil, of any kind, in casks	210 Im.gals.
Oil Seeds—Teel, Rape, Mustard, Khorassan, and Castor	17 cwt.
Opium	per chest.
Paddy, in bags	16 cwt.
Pepper, in bags	16 ,,
Pimento	14 ,,
Plumbago, in bags	20 ,,
Rattans, in bundles	16 ,,
Do. Ground	16 ,,
Red Wood	16 ,,
Rhubarb, in cases	50 feet.
Rice, in bags	20 cwt.
Safflower, in cases	50 feet.
Do. in screwed bales	50 ,,
Do. in bags	10 cwt.
Sago, in cases	50 feet.
Sal Ammoniac, in cases	50 ,,
Do. in bags	18 cwt.
Saltpetre	20 ,,
Sandal and Sapan Wood	16 ,,
Sealing Wax, in cases	50 feet.
Senna, in bags	6 cwt.
Do. in bales	50 feet.
Shells, Rough, in bags	20 cwt.
Silk, in bales	10 ,,
Do. in cases	50 feet.
Soap, in cases	50 ,,
Sugar, in bags	20 cwt.
Talc	20 ,,
Tallow	50 feet.
Tamarinds	18 cwt.
Tea, in chests	50 feet.
Timber, Teak: Square Planks and Poon	50 ,,
Do. Round, one-fifth off.	
Tobacco, in bales	50 ,,
Tortoise Shells, in chests	50 ,,
Turmeric, in bags	13 cwt.
Tutenague	20 ,,
Unrated Wood	14 ,,
Whanghees (*vide* Canes)	16 ,,

ARTICLES—(*Continued.*)	To the Ton.
Wheat	20 cwt.
Wines and Spirits, in casks*	50 feet.
Do. in cases	50 ,,
Wool, in screwed bales	50 ,,
Zedory	20 cwt.

*** The Standard Ton at Bombay for Measurement Goods shall be taken at 50 cubic feet.

Proposed by James Fleming, Esq., of Messrs. W. Nicol & Co., and seconded by William Trevor Roper, Esq., of Messrs. Lawrence & Co., and carried unanimously,—"That the Freight on Oil be paid on the full gauge of the cask, ascertained at the port of discharge."

Proposed by Thomas Stock Cowie, Esq., of Messrs. Remington & Co., and seconded by John Parsons, Esq., of Messrs. Cardwell, Parsons & Co., and carried unanimously,—"That when Freight is payable on weight, the same is to be on the Nett Weight delivered."

(Signed) W. F. HUNTER,

Chairman.

STEAMER TONNAGE SCALE.

At the Annual General Meeting of the Members of the Bombay Chamber of Commerce, held on Tuesday, 8th October, 1872, it was proposed by G. A. Kittredge, Esq., of Messrs. Stearns, Hobart & Co., seconded by Thomas Wilson, Esq., of Messrs. Antrobus & Co., and carried unanimously,—That the subjoined scale and the accompanying Rules be taken to regulate the steamer trade from Bombay and the Malabar Coast to the United Kingdom and the Continental Ports in Europe, in the absence of special agreement to the contrary:—

1. That the Tonnage Scale for steamers shall be on the basis of 40 cubic feet and 16 cwt. dead weight to the ton.
2. That Hides and Skins, whether in bales or bundles, be taken by measurement and not by weight.
3. That Oil be taken on the outside measurement of the cask.
4. That when Freight is payable on weight, the same is to be on the nett weight delivered.
5. That these Rules and the subjoined Scale come into force for steamers from this date—Tuesday, 8th October, 1872.

Articles.	To the Ton.
Aloes, in kegs	... 40 feet.
Alum, in bags	... 16 cwt.
Annato, in cases	... 40 feet.
Apparel	... do.

ARTICLES (continued.)	To the Ton.
Arrowroot, in cases	40 feet.
Assafœtida, in cases	do.
Barilla	16 cwt.
Bees' Wax, in cases	40 feet.
Betelnut, in bags	13 cwt.
Blackwood, in straight square logs	40 feet.
Do. otherwise	16 cwt.
Books	40 feet.
Borax, in cases	do.
Do. in bags	16 cwt.
Bullion	per cent.
Camphor, in cases	40 feet.
Canes, Rattans, in bundles	13 cwt.
Cardamoms, in bundles	40 feet.
Cassia, Lignea, Fistula, and Buds	do.
Chassum	8 cwt.
China Root, in cases	40 feet.
Cigars	do.
Cinnamon, in cases	do.
Cloves, in cases	do.
Do. in bags or frazil	8 cwt.
Cocoa, in bags	10 do.
Coculus Indicus, in bags	13 do.
Coffee, in cases	40 feet.
Do. in bags or frazils	12 cwt.
Coir, in bales	40 feet.
Do. in bundles or loose	5 cwt.
Do. Rope, in coils	40 feet.
Colocynth, in cases	do.
Colombo Root, in bags	8 cwt.
Copra, in robins	8 do.
Coral, Rough (not Specimens), in bags.	16 do.
Cotton, in bales	40 feet.
Cowries, in cases	do.
Cowries, in bags	16 cwt.
Cubebs	10 do.
Cummin Seed, in cases	40 feet.
Cutch or Terra Japonica, in bags or baskets, unscrewed	13 cwt.
Dates, wet	16 do.
Do. dry	13 do.
Dragon's Blood, in cases	40 feet.
Ebony, square and straight	do.
Do. otherwise	16 cwt.

ARTICLES (continued.)	To the Ton.
Elephants' Teeth, in cases	50 feet.
Do. in bundles	14 cwt.
Do. loose	16 do.
Furniture	40 feet.
Galingals	10 cwt.
Galls, in bags	13 do.
Do. in cases	40 feet.
Ginger, dry, in cases	do.
Do. in bags	10 cwt.
Gram	15 do.
Ground Nuts, shelled	13 do.
Gums, of all kinds, in cases	40 feet.
Gum Olibanum, in bags	13 cwt.
Hurtall, in cases	40 feet.
Hemp, in screwed bales	do.
Do. loose or in bundles	5 cwt.
Hides and Skins, in screwed bales	40 feet.
Do. loose and in small bundles	do.
Horns, Buffalo and Cow, loose	13 cwt.
Do. Deer, loose	6 do.
Horn Tips, of any kind	13 do.
Indigo, in cases	40 feet.
Jackwood	do.
Lac Dye, in shells or cases	do.
Linseed, in bags	16 cwt.
Mace, in cases	40 feet.
Mother-o'-Pearl, in cases	do.
Do. in bags	16 cwt.
Munjeet or Madder Root, in cases or bales	40 feet.
Do. in bundles or bags	8 cwt.
Musk, in cases	40 feet.
Myrabolams, in bags	13 cwt.
Nutmegs, in cases	40 feet.
Nux Vomica, in cases	do.
Do. in bags	13 cwt.
Oil, of any kind, in casks	40 feet.
Oil Seeds, Teel, Rape, Mustard, Gingelly, and Castor	14 cwt.
Opium	per chest.
Paddy, in bags	13 cwt.
Pepper, in bags	13 do.
Pimento	12 do.
Plumbago, in bags	16 do.
Rattans, in bundles	13 do.

ARTICLES (continued.)	To the Ton.
Rattans, Ground	... 13 cwt.
Red Wood	... do.
Rhubarb, in cases	... 40 feet.
Rice, in bags	... 16 cwt.
Safflower, in cases	... 40 feet.
Do. in screwed bales	... do.
Do. in bags	... 8 cwt.
Sago, in cases	... 40 feet.
Sal Ammoniac, in cases	... do.
Do. in bags	... 15 cwt.
Saltpetre	... 16 do.
Sandal and Sapan Wood	... 11 do.
Sealing-Wax, in cases	... 40 feet.
Senna, in bags	... 5 cwt.
Do. in bales	... 40 feet.
Shell, Rough, in bags	... 16 cwt.
Silk, in bales	... 8 cwt.
Do. in cases	... 40 feet.
Soap, in cases	... do.
Sugar, in bags	... 16 cwt.
Talc	... do.
Tallow	... 40 feet.
Tamarinds	... 15 cwt.
Tea, in chests	... 40 feet.
Timber, Teak, Square Planks and Poon	... do.
Do. Round, one-fifth off.	
Tobacco, in bales	... 40 feet.
Tortoise Shells, in chests	... do.
Turmeric, in bags	... 11 cwt.
Tutenague	... 16 do.
Unrated Wood	... 11 do.
Whangees (*vide* Canes)...	... 13 do.
Wheat	... 16 do.
Wines and Spirits, in casks	... 40 feet.
Do. do. in cases	do.
Wool, in screwed bales...	do.
Zedoary	... 16 cwt.

LIST OF LANDING CHARGES

Sanctioned by the Bombay Chamber of Commerce, at the Annual General Meeting of the Members held on Tuesday, 8th October 1872.

[These rates are understood to cover landing, cranage, and delivery on the bunder, but not Bunder Fees.]

	Rs.	a.	p.
Piece Goods from Europe, per bale or case	0	5	0
Spirits, Wine and Beer, per doz. quarts or 2 doz. pints ...	0	1	0
Oilman's Stores, (large cases)	0	3	0
Do. (small cases)	0	1	0
Copper and Yellow Metal per ton	2	0	0
Iron, (loose and in bundles)	1	8	0
Steel, (in kegs and loose)	1	8	0
Tin, Lead, and Spelter, per ton	1	8	0
Coal, per ton	1	0	0
Rice, per bag (not exceeding 1½ cwt.)	0	1	0
Sugar, do. do. do.	0	1	3
Paint (in oil), per ton	2	8	0
Gunny bags, (in bales)	0	7	0
Do. bundles, (bundle of 50)...	0	1	0
Crockery, (in casks or crates)	1	0	0
Wine and other Liquors, (in hogsheads)	0	10	0
Wine, (quarter casks)	0	5	0
Machinery in pieces, under a ton	1	12	0
Assafœtida, (in bags)	0	6	0
Beer and Porter, (in hogsheads)	0	8	0
Arrowroot, (in moras) per 1½ cwt.	0	2	0
Do. (in cases) per 1 cwt.	0	2	0
Almonds, per bag	0	1	0
Brassware, per ton	2	0	0
Beads, (in cases)	0	5	0
Brass leaves, do.	0	2	0
Borax do.	0	7	0
Boots do.	0	5	0
Books, (ordinary cases)	0	5	0
Coffee, (in bags) not exceeding 1½ cwt.	0	1	3
Do. (in casks and cases) per ton	1	8	0
Copra, (in bags)	0	1	0
Do. (in robins)	0	2	0
Chillies, (in bags)	0	1	0
Cocoanuts, (in bundles)	0	2	0
Cotton, (in docras half-pressed and full-pressed bales)	0	5	0
Cardamoms, (in bags)	0	2	0
Do. (in cases 2 cwt.)	0	6	0
Cheroots, (in cases of 10,000)	0	8	0
Coir, (in bundles of cwt.)	0	1	0
Carpets, ...	0	7	0
Camphor, (in cases)	0	4	0
Do. (in tubs)	0	1	6

	Rs.	a.	p.
Crackers, ...	0	4	0
Cassia, (in cases)	0	3	0
Canvas, (in bales)	0	5	0
Cashew-nuts, (in bags)	0	2	0
Dry Dates, (in mats or bags) per cwt....	0	1	0
Wet do. (do. do,) do.	0	1	0
Drugs, (in bags or cases)	0	5	0
Elephant Tusks, (in bundles)	0	6	0
Do. (pieces)	0	2	0
Dried Fruit, (in bags, &c.), per cwt.	0	1	0
Sharkfins and fishmaws, (in bags)	0	4	0
Dried Ginger, (in cases or bags)	0	3	0
Grain of all sorts, per bag	0	1	0
Ghee, per dubba	0	4	0
Gums, (in bags) per cwt...	0	1	0
Ground Nuts, (in bags)	0	1	0
Hides, (in pressed bales) per cwt.	0	1	0
Indigo, (in cases)...	0	6	0
Jaghery, (in bags)	0	1	0
Jute, (in bales)	0	5	0
Shell Lac, (in cases)	0	4	0
Mace, (in cases)	0	3	0
Mats, of sorts, per cwt.	0	1	0
Medicine, (in cases)	0	5	0
Nuts of sorts, (in bags) per cwt...	0	1	0
Nutmegs, (in bags or cases) per cwt.	0	1	0
Oils, (in casks) per ton	2	0	0
Oil Kerosine, (in cases)	0	1	0
Pianos	5	0	0
Pepper, (in bags) per cwt.	0	1	0
Paper, (in bales or cases)	0	5	0
Do. China do.	0	3	0
Rope, per ton	2	0	0
Vermilion, (in cases)	0	4	0
Saffron, do.	0	5	0
Shells, (Mother-o'Pearl) (in bags), per cwt, ...	0	1	0
Seeds, (other sorts) do, do.	0	1	0
Safflower, (in bags)	0	2	0
Silk, China, (in bales)	0	6	0
Do. Pieces, (in cases)	0	6	0
Saltpetre, (in bags) per cwt.	0	1	0
Goat Skins, (in bales or bundles) per cwt.	0	1	0
Spices, (other sort) (in bags or cases), per cwt.	0	1	0
Turmeric, (in bags) per bag	0	1	0
Tea, (half chests)	0	1	0
Do. (whole do.)	0	2	0
Tobacco, (in small cases)	0	3	0
Do. (in longer)	0	4	0
Tallow, (in casks)	0	5	0
Umbrellas, (in cases)	0	5	0
Carriages	8	0	0

RULES AND REGULATIONS

For the Measurement by Callipers upon Exports from Bombay of Cotton, Wool, Hemp, and other Pressed Bales, as revised and adopted by the Chamber of Commerce, at a Special General Meeting held on Wednesday, the 2nd November 1870.

I. THAT Callipers shall from time to time be submitted to the Secretary of the Chamber of Commerce, and, if found correct, shall be branded with a stamp bearing the name of the Chamber, to indicate the same.

II. That if, from use or otherwise, any Calliper should get out of order and be objected to, the party objecting shall send the Callipers to the Chamber for examination, and should the objection be valid, the Chamber stamp shall be defaced by the Secretary. If, however, the objection is found to be groundless, the Secretary shall give a note to that effect, and the party objecting shall be bound by his decision.

III. That any Callipers found incorrect, and on which the stamp has been defaced, may be re-stamped after adjustment.

IV. That no measurements shall be held good except such as are taken by Callipers bearing the Chamber's stamp.

V. That public Measurers shall be appointed under the authority of the Chamber of Commerce, and stationed at the different Bunders, to measure pressed bales of Cotton, Wool, Hemp, and other merchandise.

VI. That a Fee, the amount of which shall in no case exceed half an anna per bale, but which may be regulated by the Chamber from time to time in order to meet the expenses of the necessary establishment, shall be levied on all bales measured by the duly appointed Measurers.

VII. That no bales be measured without the production of the Custom House Pass bearing the endorsement of the Measurement Fee Clerk, to the effect that the Fee has been paid.

VIII. That the Measurers shall measure not less than five bales in every hundred, ascertaining the length of the bale and the greatest width and depth over the lashings, and as near the centre of the bale as possible, but not over the knots.

IX. That the Measurer shall give a Certificate of Measurement, which must accompany the bales to the ship or steamer, and shall furnish the Shipper with a copy thereof. This Certificate, which shall be retained by the ship, shall state—

The date and hour of measurement,	The name of the ship or steamer,
The number of the boat,	The number of bales,
The name of the tindal,	The marks of the bales,
The name of the shipper,	The measurement.

X. That the Shipper shall, if required, in writing, give the Agent of the ship or steamer notice in writing, of the time when, and the name of the Bunder on which his bales will be measured, in order that the ship or steamer may be represented.

XI. That the bales shall be alongside the ship or steamer within 36 hours after measurement, weather permitting, or the Certificate shall be void, and the bales shall be re-measured on board, written notice however in such case being given to the shipper, so that he may have the option of attending.

XII. That the salaries of the Measurers, and all other expenses connected with this scheme of measurement, be paid by the Chamber from the Fee Fund raised under these Rules.

XIII. That a Special Committee of two Members of the Chamber be appointed by the General Committee, into whose charge shall be placed all matters pertaining to the measurement of Cotton, as defined above, including the appointment of the Measurers, the fixing of their salaries, the payment of the same, and the doing of all things necessary for a proper and economical working of the scheme. That in case of any difference between the two Members of the Committee, the matter in question shall be decided by the General Committee of the Chamber.

Bombay Chamber of Commerce,
2nd November 1870.

GENERAL RATES OF COMMISSION.

Table of General Rates of Commission chargeable in Bombay, as revised by the Chamber of Commerce, and confirmed at a General Meeting held on the 11th February 1843.

		Per Cent.
1.	On procuring freight ... ... Brokerage, when actually incurred, shall be considered a legitimate charge on ship's accounts.	5
2.	On collecting freight	2½
3.	On tendering a vessel (if accepted) for the conveyance of troops; on the amount of the charter party ...	5
4.	On shipping goods of every description on which no commission for the purchase has been charged ...	2½
5.	On shipping treasure, bullion, and jewellery ...	1
6.	On ship's disbursements when in funds...	1
7.	On ship's disbursements when not in funds... ...	2½
8.	On account of passage-money, whether the same passes through the Agent's hands or not	2½
9.	On effecting insurance	½
10.	On settling insurance losses, whether partial or total, also on procuring return of premium, exclusive of commission on receipt of cash...	2½
11.	On the sale or purchase of goods of all denominations (except as under)	5
12.	On purchases of all kinds with the proceeds of goods sold, and on which a commission of 5 per cent. has been previously charged	2½
13.	On the sale or purchase of ships, houses, and lands, of opium, and of diamonds, pearls, and jewellery of all descriptions	2½
14.	On the sale or purchase of treasure or bullion ...	1
15.	On the sale or purchase of cattle	5¼
16.	On goods consigned which are disposed of by outcry or sent to a shop, on net proceeds	5

		Per Cent.
17.	On goods consigned and afterwards withdrawn, invoice cost	2½
18.	On guaranteeing the responsibility of persons to whom goods are sold on the amount of sale ...	2½
19.	On attending the delivery of contract goods to the Company or individuals	2½
20.	On collecting house rent	2½
21.	On sale or purchase of private Bills of Exchange ..	1
22.	On effecting remittances by Bills of Exchange ...	1
23.	On taking up at interest bills from the Company exclusive of one per cent. on remitting	1
24.	On exchanging Company's securities of all descriptions, or investing money therein, and on transferring Government paper from one constituent to another	½
25.	On surrendering or depositing in the Treasury Company's securities of all descriptions	½
26.	On procuring money on respondentia or on loan ...	2
27.	On recovering of bonds, or of bills for absentees, overdue at the time of their being placed in the possession of the Agent	2
28.	On debts when a process at law by arbitration is necessary	2½
29.	On debts when recovered by such means	5
30.	On managing the affairs of the estate for an executor or administrator...	5
31.	On recovering funds from a bankrupt estate	2½
32.	On guaranteeing bills, bonds, or debts in general, by endorsement or otherwise...	2½
33.	On bills of exchange returned noted or protested ...	1
34.	On granting and cashing letters of credit	2½
35.	On becoming security to Government or public bodies in any case	2½
36.	On depositing Government paper as security for constituents	1
37.	On receipt or payment, at the option of the Agent, of all moneys not arising from proceeds of goods on which commission has been previously charged ...	1
38.	In cases where the debtor side of the account exceeds the creditor side, including the balance of interest, commission to be charged at the rate of	1

NATIVE CONSIGNMENTS.—By a Resolution of the Chamber passed unanimously on the 29th of March 1866, it was ruled "that the recognised rate of commission in England on the sale of consignments from Bombay taken after this date be 3½ per cent., exclusive of brokerage and guarantee, and that the same be added to the Scale of Commissions sanctioned by the Chamber."

At a Special General Meeting of the members of the Chamber of Commerce held on 30th April 1868, it was unanimously resolved that the following rates for ships' commissions be added to the general list of commissions approved by the Chamber :—

For executing orders to Charter or engage Tonnage in Bombay or at outports ... ...2½ per cent.

On realising Bottomry Bonds or negotiating any loan on *respondentia* ... ...2½ per cent.

On landing and re-shipping goods from any vessel in distress, stranded, or wrecked, or on landing or selling by auction damaged goods from any such vessel, and acting as agent for the Master on behalf of all concerned, on the declared value of all such goods as may be reshipped, and on net proceeds of all such goods as may be publicly sold ... ...5 per cent.

If Opium, Indigo, Raw Silk or Silk Goods ... ...2½ per cent.

If Treasure, Precious Stones, or Jewellery ... .. 1 per cent.

On moneys expended, *i.e.*, on all disbursements made in efforts to save Ship or Cargo ... ...5 per cent.

On Ships leaving the Port in ballast which have been consigned inward free of commission, 6 annas per ton upon the English tonnage.

On Ships leaving the Port in ballast which have been consigned inwards and outwards, 12 annas per ton upon the English tonnage.

SHIP FREIGHT INWARDS.

It is hereby notified that, at a Special General Meeting of the Members of the Chamber of Commerce held on Wednesday, 22nd March, it was unanimously resolved that the Agreement of 1858, and as subsequently revised in 1868, regarding the payment of Inward Freight, be cancelled, and that, in future, payment should be regulated in conformity with the following Resolutions:—

I.—"That the payment of Inward Freight, when stated simply in sterling, shall be made at the rate of 2*s.* per Rupee."

II.—"That the payment of Inward Freight, when stated to be payable in sterling at the current rate of Exchange, shall be made at the current rate of First-class Credit Bills at 6 months' sight on London."

By order of the
Committee of Management,

JAMES TAYLOR,
Secretary.

Bombay Chamber of Commerce,
15*th April*, 1871.

GENERAL MEETINGS IN 1873-74.

A SPECIAL GENERAL MEETING of the Members of the Chamber of Commerce was held at the Office of the Chamber on Thursday, the 23rd October 1873, to consider what steps should be taken with regard to the Steam-ship Survey Bill.

Present:—

Mr. H. E. BRIGHT, *Chairman.*

Mr. E. LORD, *Deputy Chairman.*

Hon. J. A. Forbes.	Mr. T. E. Taylor.
Mr. T. H. Moore.	,, C. Macdonald.
,, R. Ewing.	,, W. Gordon.
,, John Y. Lang.	Captain G. F. Henry.
,, Sorabjee Framjee Patell.	Mr. O. Nölke.
,, W. Lang.	,, C. W. Russell.

Mr. JAMES TAYLOR, *Secretary.*

The Notice convening the Meeting having been read by the Secretary,

The Chairman addressed the Meeting on the purpose for which it was convened, and concluded by proposing the following Resolution:—

"That the Committee be instructed to take such measures as may be thought fit to bring about the limitation of the Government Survey of Steamers to such steamers as having no Board of Trade Certificate, or having sustained injury or damage, or being found unseaworthy or inefficient, are intended to carry passengers; but that in endeavouring to obtain this assimilation to the law prevailing in Great Britain, care be taken that the passing of the present Bill No. 9 of 1873 be not materially delayed, as although, in the opinion of this Chamber, the relief it gives to those affected by Act No. 2 of 1864 is insufficient, it is better than none."

The motion was seconded by John Y. Lang (Messrs. Stearns, Hobart & Co.)

After some discussion, the Resolution was put to the Meeting, and carried unanimously.

The Meeting then adjourned after a vote of thanks to the Chairman.

A SPECIAL GENERAL MEETING of the Members of the Chamber of Commerce was held at the Office of the Chamber on Thursday, the 27th November 1873, to consider the protectionist effect of the Import Duties on Cotton Yarn and Manufactures.

Present :—

Mr. H. E. BRIGHT, *Chairman*, in the Chair.

Mr. E. LORD, *Deputy Chairman*.

Mr. J. A. Forbes.	Mr. C. Macdonald.
,, R. Ewing.	,, John Y. Lang.
,, W. Lang.	,, J. Simpson.
,, Sorabjee Framjee Patell.	,, G. H. Traill.
Hon. J. K. Bythell.	,, D. B. Coppel.
Mr. W. J. Ker.	,, W. W. Baily.
,, W. Nixon.	,, S. Solomon.
,, T. E. Taylor.	,, Elliot.

Mr. JAMES TAYLOR, *Secretary*.

The Circular convening the Meeting having been read by the Secretary,

The Chairman addressed the Meeting at some length on the subject for which it was convened, and concluded by proposing the following Resolution :—

"That the Committee of the Chamber be instructed to communicate with the Chambers of Commerce of Bengal and Madras and the other Indian Chambers, as also with those of Manchester and other principal Chambers in the United Kingdom,—with a view to take such measures as may seem best to urge the Government of India to withdraw the protection accruing to local manufactures under the present Tariff,—by the removal of the Import Duty on Cotton Goods and Yarn and on such other goods as are subject to competition from Local Manufactures, or by such other means as may seem best to Government. And at the same time to call the attention of Government to the incidence of the present Export Duty on Country Manufactures, with a view to its removal."

Mr. Sorabjee Framjee Patell (Messrs. Framjee, Sands & Co.) seconded the Resolution.

A lengthened discussion followed on the submission of the above motion to the Meeting, in which Mr. Walter Lang, Mr. Charles Macdonald, Mr. John Y. Lang, the Hon. J. K. Bythell, and the Deputy Chairman, Mr. E. Lord, took part.

It was then proposed as an amendment on the Resolution, by Mr. John Y. Lang (Messrs. Stearns, Hobart & Co.), and seconded by Mr. J. A. Forbes (Messrs. Forbes & Co.):—

"That the discussion of this question be postponed for three months."

The Chairman, after briefly replying to the arguments adduced in the debate, put the amendment to the Meeting, which was carried almost unanimously.

The Meeting then adjourned after a vote of thanks to the Chairman.

A SPECIAL GENERAL MEETING of the Members of the Chamber of Commerce was held at the Office of the Chamber on Tuesday, the 26th May 1874, for the transaction of the following business:—

1.—To elect a Chairman and Deputy Chairman, the former in place of H. E. Bright, Esq., proceeded to Burmah.

2.—To appoint a Secretary in the room of the late James Taylor, Esq.

3.—To consider the question of the despatch of the English Mails after the monsoon.

Present:—

Mr. E. LORD, *Deputy Chairman*, in the Chair.

Mr. K. C. MacIver.
" D. Watson.
" W. S. D. Blackhall.
" P. W. Robertson.
" O. Nölke.
" Sorabjee Framjee Patell.
" R. B. Sedgwick.
" A. Jamison.
" W. A. Baker.
" M. Landon.
" J. Brandenburg.
" O. H. Ruelberg.
" W. G. Hall.
" J. B. Paterson.
" J. A. Forbes.
Hon. J. K. Bythell.
Mr. T. Sevastopulo.
" Hamilton Maxwell.
" Robert Ewing.
" A. E. Ashley.

Mr. F. D. Parker.
" C. Douglas.
" T. Moore.
" G. E. Noble.
" J. Y. Lang.
" A. P. De Saone.
" C. Macdonald.
" W. J. Ker.
" R. V. Reid.
" D. Finlayson.
" J. Simpson.
" H. G. Tippet.
" R. H. Cheetham.
" C. L. Weber.
" W. F. Peel.
" A. C. Oliphant.
" J. H. Riebe.
" L. A. Blascheck.
" D. B. Coppel.

The Notice convening the Meeting having been read,

It was proposed by Mr. J. A. Forbes (Messrs. Forbes & Co.), and seconded by Mr. McIver (Messrs. Wallace & Co.),—

"That Mr. E. Lord (Messrs. Lyon & Co.) be elected Chairman and Mr. D. Watson (Messrs. Watson, Bogle & Co.) Deputy Chairman."—*Carried unanimously.*

Hon. J. K. Bythell having addressed the Meeting on the personal worth of the late Mr. Taylor, and the valuable services which he had rendered to the Chamber as Secretary for many years, proposed the following Resolution :—

"That the Chamber deeply regrets the death of Mr. James Taylor, and the great loss which the Chamber has sustained in being thus deprived of the services of such a valuable Secretary; also, that a subscription list for the purpose of erecting a memorial over his grave be circulated among the members, and that any surplus, which may remain after defraying the expenses of the same, be disposed of as the Committee of the Chamber may judge best."

Mr. Hamilton Maxwell (Messrs. Nicol & Co.) seconded the Resolution, which was carried unanimously.

The Chairman then brought forward the question of the appointment of a Secretary, and submitted the names of Mr. Martin Wood, Mr. John Gordon, and Mr. Thomas Lidbetter to be ballotted for.

The ballot resulted as follows, viz. :—For Mr. Gordon 17 votes, for Mr. Lidbetter 17 votes, and for Mr. Wood 5 votes.

The name of Mr. Wood, who had the smallest number of votes, was withdrawn.

Mr. Gordon and Mr. Lidbetter were again balloted for with the following result :—

Mr. Gordon 22 votes; Mr. Lidbetter 18 votes.

Mr. Gordon was thereupon declared elected Secretary.

The Chairman then brought forward the question of altering the day of departure from Bombay of the English Mails after the monsoon. The Meeting was unanimously of opinion that Friday was the most suitable day for the departure of the English Mails, and the Committee were instructed to at once address the postal authorities with a view to getting the day altered accordingly.

The Meeting then separated after a vote of thanks to the Chairman.

A SPECIAL GENERAL MEETING of the Members of the Chamber of

Commerce was held at the Office of the Chamber on Monday, the 7th September 1874, to consider the question of Docks in Bombay.

Present :—

Mr. E. LORD, *Chairman*, in the Chair.
Mr. D. WATSON, *Deputy Chairman*.

Hon. J. K. Bythell.	Mr. J. B. Paterson.
Mr. J. A. Forbes.	,, R B. Sedgwick.
,, J. H. Riebe.	,, W. G. Hall.
,, John Brandenburg.	,, O. Nölke.
,, T. H Moore.	,, S. Simpson.
,, A. C. Oliphant.	,, D. Finlayson.
,, Robert Ewing.	,, R. H. Cheetham.
,, R. V. Reid.	,, R. W. Robertson.
,, Sorabjee Framjee Patell.	,, G. E. Noble.

Mr. J. GORDON, *Secretary*.

The Notice convening the Meeting was read by the Secretary.

The Austro-Hungarian Lloyd's Steam Navigation Company were, on the motion of Mr. Hall (Messrs W. Nicol & Co.), seconded by Mr. Bythell (Messrs. Gaddum & Co.), admitted Members of the Chamber, after ballot.

The Chairman then addressed the Members at some length on the subject of Docks in Bombay, and moved the adoption of the following Resolutions :—

A.

"That the Committee of Management be empowered to address a Memorial to the Secretary of State for India urging the immediate settlement of the long-standing question of Wet Docks for Bombay, and that, after fully considering the Mody Bay and Elphinstone Plans, instructions be given to at once commence marking a Dock on whichever site may have been found most suitable."

B.

"That while the Members of the Chamber avoid expressing any decided opinion as to the engineering difficulties, and relative cost of either scheme, they would point out the many commercial advantages offered by Mody Bay over the Elphinstone Estate, the former being much more central and convenient for that portion of the sea-borne trade for which Docks are specially wanted, consequently much less likely to suffer from competition with the present cargo boat system, and would not in any way interfere with the extensive and important country trade carried in native craft."

C.

"That this Chamber, whilst aware that the Government of India naturally feels anxious to try to improve the value of the Elphinstone property, trusts that, in any decision arrived at, such a consideration will not be allowed to weigh against what is best for the mercantile interests of the Port."

D.

"That the Committee be authorized to memorialize the Government of India, or Secretary of State, to comply with the request of the Port Trustees in their

letter No. 773, dated 15th inst., to take back all the land not immediately required for Docks or Bunders, to hand over the remainder on the terms asked by the Trustees, and to declare again free all the Bunders that were so before the passing of the Act of 1870; also, to protest against surplus Dock Dues (in whatever way they may arise) being applied to any other purpose than Dock or Harbour improvements, or the reduction of the Dues themselves."

Mr. Hall proposed that the 4th Resolution be put separately, which was supported by Mr. Bythell and Mr. Ewing.

Mr. Hall's proposal having been put to the Meeting was lost by 8 votes, the majority deciding that the 4th Resolution should be considered along with the others, although it should be put to the vote separately.

Mr. J. A. Forbes seconded the Resolutions, and at the conclusion of his speech, Mr. Hall proposed that the Meeting be adjourned.

A vote was then taken on the proposition for the adjournment of the Meeting, which was supported by Mr. Bythell and carried:— The Meeting decided that the discussion should be resumed on Monday next, the 14th September.

AN ADJOURNED GENERAL MEETING of the Members of the Chamber of Commerce was held at the Office of the Chamber on Monday, the 14th September 1874, when the discussion on the question of Docks in Bombay was resumed.

Present:—

Mr. E. LORD, *Chairman*, in the Chair.

Mr. D. WATSON, *Deputy Chairman*.

Hon. J. K. Bythell.
Mr. J. A. Forbes.
" J. H. Riebe.
" John Brandenburg.
" T. H. Moore.
" Geo. Groux.
" A. C. Oliphant.
" Robert Ewing.
" Sorabjee Framjee Patell.
" J. B. Paterson.
" W. J. Ker.
" R. B. Sedgwick.
" L. R. W. Forrest.
" O. H. Ruelberg.
" C. L. Weber.
" Ed. Miller.
" A. McHinch.
" W. W. Baily.
" P. W. Robertson.

Mr. Hamilton Maxwell.
" W. G. Hall.
" O. Fiedler.
" C. Poole.
" P. Fachiri.
" C. Douglas.
" M. Mowat.
" G. A. Kittredge.
" John Y. Lang.
" O. Nölke.
" K. C. MacIver.
" W. S. D. Blackhall.
" J. Simpson.
" D. Finlayson.
" W. A. Baker.
" F. D. Parker.
" D. B. Coppel.
" A. Jameson.
" G. E. Noble.

Mr. J. GORDON, *Secretary*.

The Circular convening the Meeting having been read by the Secretary, the further consideration of the question of Docks in Bombay was resumed.

The Hon. J. K. Bythell moved as an amendment that Resolutions B and C be omitted.

After some further discussion on the subject, the Chairman put the amendment to the vote, and a show of hands was declared to be in favour of the amendment by a majority of 3 votes, the numbers being 17 for and 14 against. Resolution D, omitting the words "or Secretary of State," was then put and carried unanimously, upon which the proceedings terminated.

THE ANNUAL GENERAL MEETING of the Members of the Chamber of Commerce was held at the Office of the Chamber on Wednesday, the 14th October 1874, to receive the Report of the outgoing Committee, and to elect a Committee for the ensuing year.

Present :—

Mr. E. LORD, *Chairman*, in the Chair.

Mr. D. WATSON, *Deputy Chairman*.

Mr. J. A. Forbes.	Mr. W. G. Hall.
,, John Bradenburg.	,, John Y. Lang.
,, A. Jameson.	,, O. Nölke.
,, Robert Ewing.	,, K. C. MacIver.
,, J. B. Paterson.	,, A. C. Gumpert.
,, R. B. Sedgwick.	,, W. S. D. Blackhall.
,, C. L. Weber.	,, G. E. Noble.
,, C. Poole.	,, P. W. Robertson.

Mr. J. GORDON, *Secretary*.

The Circular convening the Meeting having been read by the Secretary,

The Chairman addressed the Meeting on some of the topics referred to in the Report of the Committee for the year 1873-74, which had been circulated amongst the Members, and proposed to the Meeting that the report be taken as read, which was agreed to.

Proposed by Mr. Brandenburg (Messrs. Bell, Brandenburg & Co.), and seconded by Mr. Poole (Messrs. Peel, Cassels & Co.),—"That "the Report of the Committee that has been circulated be received with thanks, and printed for general information, together "with the documents therein referred to; and that the Members "of the retiring Committee do now receive the thanks of the "Chamber for their attention to its interests during the year of "office now expired."—*Carried unanimously*.

Proposed by Mr. Ewing (Messrs. Finlay, Muir & Co.), seconded by Mr. MacIver (Messrs. Wallace & Co.), and carried unanimously,—

"That the following gentlemen be appointed the Committee for the ensuing year :—

"Mr. D. Watson (Messrs. Watson, Bogle & Co.), *Chairman.*
„ J. A. Forbes (Messrs. Forbes & Co.), *Deputy Chairman.*
„ R. B. Sedgwick (Messrs. Killick, Nixon & Co.)
„ A. E. Ashley (London, Asiatic, and American Company, Limited)
„ T. H. Moore (Messrs. Campbell, Mitchell & Co.)
„ W. S. D. Blackhall (Manager Agra Bank, Limited)
„ L. A. Blascheck (Austrian Trading Company)

} *Members of Committee.*"

Mr. John Y. Lang (Messr. Stearns, Hobart & Co.) addressed the Meeting on the subject of the Measurement Fee Account, and proposed the following Resolution :—

"That the Committee be authorised to expend a sum not exceeding Two Thousand Rupees from the funds of Measurement "'Fee Fund,' for the purchase of useful books of reference for the "Library of the Chamber."

Mr. J. B. Paterson (Messrs. W. and A. Graham & Co.) seconded the proposition.

After some discussion on the subject, it was proposed as an amendment by Mr. Hall (Messrs W. Nicol & Co.), and seconded by Mr. Ewing (Messrs. Finlay, Muir & Co.),—"That the words 'of "'Measurement Fee Fund' in Mr. Lang's proposition be omitted."

The amendment was put to the vote and carried.

The Chairman returned thanks on behalf of the retiring Committee, and the Meeting then separated.

ANNUAL REPORT.

YOUR Committee have now the honour to report to the Members of the Chamber on the principal topics which have engaged their attention during the official year just closed.

IMPORT DUTIES ON PIECE-GOODS AND YARNS, AND THEIR EFFECT ON LOCAL INDUSTRY.

SHORTLY after your Committee had taken office, Messrs. Wallace & Co. brought formally before them the protective effect which the Customs Duties on imported Yarns and Piece-goods have on local manufactures, and the unfair incidence of the Export Duty on the latter. It would, they said, be most desirable that this protection should be extinguished by the removal of all duty on imported Cotton Piece-goods and Yarns; but, as it would not be possible for the Government to surrender, at the present time, so fruitful a source of revenue, a tax should, in the meantime, be imposed on Cotton Goods and Yarns manufactured in local Mills equivalent to that paid by importers on the same articles. Then, with regard to the Export Duty of 3 per cent. levied on Country-made Yarns and Piece-goods, its incidence was so curiously unfair when looked at with reference to our local Mills that it should, they thought, be brought to the notice of Government. In the case (say) of Yarn selling in the Bombay bazaar, an exporter can afford to pay $\frac{7}{8}$ of 3 per cent. more for that imported from abroad than for that paid on the spot. The imported Yarn has already aid a duty of 3 per cent., but, on re-export, $\frac{7}{8}$ of this is returned:

the local-made Yarn has as yet paid no duty, but on export it pays 3 per cent.

A Special Meeting of the Chamber was convened to consider the subject. The Meeting appeared to be in favour of a movement, at an opportune time, for the repeal of the duties on imported Goods and Yarns, but was strongly opposed to any action being taken towards recommending Government to impose any duty on any local manufacture: and the discussion was adjourned. Messrs. Wallace & Co.'s letter to the Committee, and a letter on the subject from Messrs. W. Nicol & Co., dated 27th November, will be found in the Appendix, along with some useful statistical information showing the size and out-turn of the Mills working in Bombay and Up-country, and of those projected, and under construction. —(*Appendix* B.)

THE PORT TRUST.

On 26th June 1873, Government published the Port Trust Act, and at the same time nominated Trustees. The Administration Report of the Trust, to 31st March 1874, shows a deficiency of Rs. 164,862 on the sum required to meet the interest on the debt imposed on the Trustees by the Port Trust Act; and, in the present position of the Trust, a deficit, the Trustees represented, must yearly occur. The Government of India, in its Resolution dated 6th June 1874, on the subject of the Trustees' Budget for 1874-75, considered that the Trust was only in temporary difficulties, and it, therefore, considered that the proposal made by the Trustees that a portion of the interest-bearing debt should be transferred to non-interest-bearing debt, and also that the proposal of the Government of Bombay that the State should resume a portion of the Elphinstone Estate, were not applicable. The Government of India suggested, instead of these proposals, that payment of a portion of the interest be deferred, and

that such portion be debited to an interest suspense account to be reduced or discharged, from receipts from sales of land, surplus dock-receipts, or some other special receipts, as may be agreed upon. To this communication, the Trustees replied on the 15th August, that they could see no way to the proper development of the properties entrusted to their management without a regular recurring annual deficit under the present arrangements, and they, therefore, asked the Government of India again to review the whole position, and to make such a disposition of the property, at present vested in them, as would produce an equilibrium in their finances. At the Special Meeting of the Chamber, held on the 7th September, it was unanimously resolved to memorialize the Government of India to accede to the requests of the Trustees,—to resume all the land not immediately required for Docks or Bunders, to hand over the remainder on the terms asked by the Trustees, and to declare again free all the Bunders that were so before the passing of Act No. V. of 1870: the Members also determined to protest against surplus Dock Dues (in whatever way they may arise) being applied to any other purpose than Dock or Harbour improvements, or the reduction of the Dues themselves. The letter of the Trustees, and the Chamber's Memorial, will be found in the Appendix.—(*Appendix* C.)

WET DOCKS.

The subject of Wet Docks appears to have engaged the attention of the Port Trustees throughout the year. A Committee of the Trustees, appointed to consider the various proposals for providing deep-water berthage for vessels by means of Docks or Piers, issued their Report, dated 29th September 1873, recommending a scheme, prepared by Mr. Ormiston, which provided a Wet Dock on the Elphinstone site, and a tidal Basin on the Musjid site, the estimated cost of these works, omit-

ting the Elphinstone Channel, being £852,064. A majority of the Trustees resolved to recommend to Government the adoption of the scheme set forth in the Committee's Report, the minority recording its opinion that it would be preferable to construct a moderate-sized Wet Dock only at present, such as the Musjid Dock, which would cost about 30 lacs. A few weeks afterwards Mr. Kittredge, who had in the meantime been nominated a Trustee, submitted a Memorandum, in which he disagreed both with the minority and the majority of the Trustees: he considered that the Musjid Dock would be too small, but recommended the construction of the Elphinstone Dock only which would, without unnecessary expense, furnish ample facilities for the trade of the Port. These papers, along with the Report of the Medical Committee, composed of Drs. Sidney Smith, Thomas S. Weir, and Thomas Blaney, who were of opinion that no objection, on sanitary grounds, existed to the proposed Elphinstone Dock, were submitted to Government. After some correspondence the Government of India authorized the construction of the proposed Elphinstone Dock, agreeing to advance the necessary outlay, but the Government of Bombay still withheld its sanction.

Up to this time nothing had occurred, since the discussions of 1872, to alter the position which the Chamber had then taken up in regard to the site for Docks; and on the 19th June, in reply to a reference from the Port Trustees made at the suggestion of Government, the Committee considered it unnecessary again to convene a Meeting of the Members, who had already given their unanimous decision in favour of accepting Docks on the Elphinstone site. But on the 11th August, your Committee, on their second application, received from Government the Report of the Dock Committee, appointed by the Trustees, with the concurrence of the Government of India, dated 17th June, together with other papers bearing thereon, which

the Trustees had, only on the 29th of the same month, sent to the Chamber. The results of the investigation of this Committee, which consisted of four Engineers and the Superintendent of Marine, supplied a great deal of information which the Chamber was not in possession of in 1872, and the possession of which might have induced the Members to form a different opinion. For the superiority of Mody Bay, as a position for Docks to accommodate the foreign trade of the Port, was generally admitted, but the Chamber, in the absence then of a full professional examination, considered that the Mody Bay scheme contrasted unfavourably with the Elphinstone, in the time and cost of construction, and in the probable improvement of the Elphinstone Land Estate. All these points were dealt with by the Dock Committee in their Report, and your Committee deemed it their duty to call a Special General Meeting of the Chamber to take an expression of opinion of Members on the Report, particularly on Paras. 17 to 24, and on the Government Resolution No. 975, dated 27th July, in answer thereto. The Meeting was held on the 7th of September, when the following Resolutions were brought forward by your Committee :—

A.

That the Committee of Management be empowered to address a Memorial to the Secretary of State for India urging the immediate settlement of the long-standing question of Wet Docks for Bombay, and that, after fully considering the Mody Bay and Elphinstone Plans, instructions be given to at once commence making a Dock on whichever site may have been found most suitable.

B.

That while the Members of the Chamber avoid expressing any decided opinion as to the engineering difficulties, and relative cost of either scheme, they would point out the many commercial advantages offered by Mody Bay over the Elphinstone Estate, the former being much more central and convenient for that portion of the sea-borne trade for

which Docks are specially wanted, consequently much less likely to suffer from competition with the present cargo boat system, and would not in any way interfere with the extensive and important country trade carried in native craft.

C.

That this Chamber, whilst aware that the Government of India naturally feels anxious to try to improve the value of the Elphinstone property, trusts that, in any decision arrived at, such a consideration will not be allowed to weigh against what is best for the mercantile interests of the Port.

But an amendment that Resolutions B & C should be omitted was carried by a majority of 17 to 14. A Memorial in accordance with Resolution A has been sent to His Excellency in Council, with a request that he will forward it to the Secretary of State.

Since this Meeting was held, your Committee have learned, from the published correspondence, that the whole question has been referred home to the Secretary of State for his decision.—(*Appendix* D.)

The Committee take the opportunity, whilst on the subject of Wet Docks, of mentioning that a general Plan, accompanied with printed descriptions and estimates of three proposed Docks to be called the "Castle," "Wellington," and "Apollo" Docks, was submitted by Mr. S. A. Johnson, for the opinion of the Chamber: a plan of a Dock proposed to be built between the Arthur and Jamsetjee Bunders was also sent to the Chamber by the Colaba Company, Limited, with the object of eliciting an expression of opinion whether, if a Dock were built there, it would not be in a better position than one at the Mody Bay or Elphinstone Estate for providing the Foreign Trade with improved facilities for landing and shipping cargo; but on neither of these schemes did the Committee feel justified in offering any opinion.

OVERLAND MAIL SERVICE.

At the Special General Meeting of the Members, held on the 26th May last, a Resolution was unanimously passed authorizing the Committee to memorialize the authorities to change the day of despatch of the English Mails during the fair weather from Monday to Friday, and at the same time to move for an acceleration of the Mail Service generally.

In conformity with this Resolution, a letter was addressed on the 9th June to the Director-General of the Post Offices of India, showing that the departure of the English Mails from Bombay, during the fair weather, on Friday, would be the most suitable arrangement for all interests, and that the proposal of the P. & O. Company to deliver the Bombay, Calcutta, and China, Mails 24 hours earlier than the contract time, provided that permission were given to them to forward the heavy portion of the Mails through the Suez Canal, instead of as at present by the Egyptian Railway, was no adequate acceleration for the valuable concession sought; and detailing the changes and improvements by which the desired speed in the transmission of the Mails could be obtained. The Committee also took the opportunity of pointing out that the Inland Mail Services of this country are capable of great improvement, and suggested that the speed of the Mail Trains throughout India—more particularly between the great cities of India—should be increased to at least 30 miles an hour, including stoppages. To this communication no reply was received until 3rd July, and then merely to say that a copy of that part of the Committee's letter which related to the Overland Mail Service had been sent to the Secretary, General Post Office, London, for the consideration of Her Majesty's Postmaster-General. By a remarkable co-incidence, telegrams from London were published in the newspapers on the 3rd July—the day on

which the reply of the Indian Post Office came to hand—announcing that the Postmaster-General had arranged with the P. & O. Company for a revision of the present Mail Contract, and that the steamers carrying Mails for Southampton would in future pass through the Suez Canal, and the Mails, via Brindisi, be accelerated by 24 hours.

Great indignation was felt on its becoming known that Her Majesty's Postmaster-General had granted the concession on the very inadequate terms which the P. & O. Company had proposed; and several Members of the Chamber suggested that a Public Meeting of the inhabitants should be held to give expression to the prevailing feeling, and to adopt a Protest, and a Petition to the House of Commons, against the revised Contract, for it was just possible that, although the Parliamentary Session was far advanced, the Petition might reach London in time to be presented before Parliament was prorogued, and before the Contract was brought before the House for its sanction. Accordingly, a Public Meeting, numerously and influentially attended by all classes of the community, assembled in the Town Hall on Wednesday, the 15th July, when the Protest, and the Petition to the House of Commons, were adopted; and it was resolved that the Petition should be entrusted to the care of Mr. Fawcett, the Member for Hackney. The Meeting also desired that a copy of the Petition to the House of Commons should be forwarded through the local Government to the Government of India, with a respectful request that the Viceroy in Council would be pleased to communicate the purport of the same by telegraph to the Secretary of State for India in Council, desiring him, in the interests of India, to urge Her Majesty's Government to grant the prayer of the Petition; that copies should be sent to Members of Parliament, who were associated in some way or another with India, to the Chairman and Members of the Indian Finance Commission, and, through the

Chamber of Commerce, to the Manchester, Liverpool, Glasgow, and Dundee Chambers, and to those of Bengal, Madras, Hongkong, Shanghai, and Yokohama, with a request that they would each lend their valuable aid in the effort to secure the Indian Mail Services being placed on an improved and proper footing.

The grateful acknowledgments of the inhabitants of this city are due to His Excellency the Viceroy in Council, and to His Excellency the Governor of Bombay in Council, for the readiness with which they complied with the request of the Meeting, and to the various Chambers for the cordial co-operation and assistance, which they so promptly rendered on the occasion. But all was unavailing: the revised Mail Contract with the P. & O. Company was sanctioned by the House of Commons on the 4th of August, by a majority of 145 to 23, and the Petition, which was signed by about 700 persons, and forwarded to Mr. Fawcett by the Mail of the 17th July, did not reach him until after the prorogation of Parliament. In addition to the acceleration of 24 hours abovementioned, the revised Contract provides for a reduction of the annual subsidy to the amount of £24,000, a saving which appears to have had some weight with the House of Commons, but which, distributed over the general revenues of the United Kingdom and of India, is inappreciable, and not to be compared with the advantages which a greater acceleration would have conferred.

The revised Contract continues in force until 1st February 1880, when it determines if 24 calendar months' notice to that effect shall have been given by either party. Nothing can now be done until the time for arranging a new Contract; but it is gratifying to find from Mr. Hogg's letter No. 3420, dated 2nd September, that the important principle contended for in the Petition to the House of Commons that contracts, to the maintenance of which this country contributes so largely, should not be fixed or revised without

a reference to the Government of India, has been accepted by the Indian Post Office, and that he intends addressing the Government of India on the subject, with the object of preventing a recurrence of the anomaly.

Your Committee regret that, owing to the illness and death of their late Secretary, Mr. Taylor, they were prevented from dealing with this important subject at an earlier date; but the movement, though unsuccessful, has not been altogether without effect. And they desire to leave on record their conviction that vigorous, sustained, action begun in 1877, and continued, with the co-operation of all the Chambers and communities interested, not only in India and the United Kingdom, but throughout the East, until the new Contract is arranged, is only now necessary to ensure the reasonable conditions demanded by the public of these great and populous countries being then complied with, and to relieve them of the injurious consequences of the monopoly of the entire Postal Service of the East, which were foreseen, and deprecated by the Chamber, when the monopoly was created twenty-two years ago.—(*Appendix* E.)

RAILWAY COMMUNICATION THROUGH RAJPOOTANA WITH NORTHERN INDIA.

In the Report submitted to the last Annual Meeting, the fresh surveys of the proposed line between Ahmedabad and Ajmere, ordered by the Government of India in November 1872, were referred to as the position in which the question then stood. Your Committee is indebted to the courtsey of Sir Lewis Pelly for the information that these surveys have now been completed, and the location of the line determined with the exception of some 29 miles, which have to be again examined next working season. And the Government of India, in its letter dated 9th August, states that it is in expectation of receiving at an early date the results of the surveys, together with an esti-

mate of the cost of the Western Rajpootana Railway, and that, when these are received, no time will be lost in giving the subject full consideration. Your Committee, however, knowing the unanimous feeling of the Chamber that the completion of through communication by this route, with Northern India, was of extreme importance to the mercantile interests of this Port, addressed, in the name of the Chamber, a Memorial to the Viceroy in Council, again urging the early completion of the line, and on the standard 5′ 6″ gauge, or on such gauge, as to His Lordship in Council should seem most expedient. Notwithstanding the mercantile advantages which accrue from a line made on a continuous gauge, your Committee felt some delicacy in touching on the subject, but they were encouraged to do so by the altered policy of the Government of India, and by the steady advocacy of the Government of Bombay, in favour of the standard Gauge.—(*Appendix* F.)

THE PROPOSED INDIAN PORTS BILL, 1874.

A copy of a proposed Bill to consolidate and amend the Law relating to Ports and Port-dues was, in May last, forwarded by Government for the opinion of the Chamber on the provisions of the Bill. A Select Committee was appointed to consider the Bill; and their Report thereon, having been adopted by your Committee, was sent to Government.—(*Appendix* G.)

THE PROPOSED MERCHANT SHIPPING BILL, 1874.

A copy of a proposed Bill for the further amendment of Act No. I. of 1859, and for other purposes, was also forwarded by Government for the opinion of the Chamber on its provisions. This Bill was also considered by the Select Committee on the "Indian Ports Bill;" and their Report thereon, having been adopted by your Committee, was sent to Government.—(*Appendix* H.)

GENERAL MANIFESTS IN WHICH AGENTS OF VESSELS ARE ENTERED AS CONSIGNEES OF THE ENTIRE CARGO.

A correspondence has taken place on the subject of the inconvenience caused to Consignees of goods by steamers leaving the Port before their cargo has been landed on the Bunders, and before claims can be preferred against the Captain for damage or short delivery: the delay in the receipt of goods being attributed to the practice of Commanders of steamers delivering General Manifests in which the Agents of the vessels are constituted Consignees of the entire cargo. The correspondence originated with a letter from the Manager of the Elphinstone Landing, Shipping, and Forwarding Agency, who complained to the Commissioner of Customs of these unnecessary delays: he instanced a case in which three packages, ex *Timor*, had then only been delivered to him—ten days after the steamer's departure,—and considered that he was justified in asking that vessels should be refused their Port Clearance until the last package is landed. Your Committee, to whom the question was referred, after taking the opinions of Members, offered an alternative suggestion, either (1) To require from the Agents of steamers an undertaking to meet claims for damage or short delivery, when the same were established by law; or (2) If that were impracticable, to withhold the Port Clearance for 24 hours after the last package had been landed. Whichever suggestion might be adopted, the Committee recommended that arrangements should at the same time be made to allot separate places on the Bunders for the cargo of each steamer, so that the packages of the one might not be mixed up with those of another vessel. The adoption of either suggestion would have required an alteration of the law, and the first one was subsequently abandoned by the Committee on their being informed, by the Acting Commissioner of Customs, that, even if the officers of the Custom House had authority to adjudicate on such

claims, they could not undertake to do so. The Acting Commissioner of Customs, on the other hand, suggested that, in order to get rid of the difficulty, the Captains of Canal steamers should be required to deliver correct Manifests specifying the proper Consignees of all goods on board, in other words that the provisions of Act VI. of 1863 should be strictly enforced, for although "it would not enable Consignees to land their goods with greater facility and security than is now done by the steamers' Agents, yet it would have the good result that Consignees would have in their own hands the remedy for such matters as are complained of, and would not be in a position to lay the blame on any laxity of practice countenanced by this (Customs) Department."

The whole matter having been submitted to Government, His Excellency in Council was unable to authorize the Commissioner of Customs to continue the practice of accepting "General Manifests," remarking that such a document is obviously fictitious, and the acceptance of it might expose the Customs authorities to serious liabilities if damage or loss were caused to the real Consignees. The inconvenience complained of would be brought to the notice of the Government of India, and in the meantime His Excellency would await, with interest, the proposals of the Chamber for making such alterations in the existing law, as the altered conditions of the carrying trade of the Port consequent on the opening of the Canal may suggest.

In conformity with the desire expressed by a number of the Members of the Chamber, among whom this decision of the Government, with the previous correspondence, was recently circulated, a Special Committee has been appointed to consider the regulations under which despatch in discharging can be allowed to steamers, and the alterations in the law rendered necessary by the altered conditions of the carrying trade since the opening of the Canal.—(*Appendix* I.)

WORKING IN THE HARBOUR ON SUNDAYS.

The Acting Commissioner of Customs, in calling the attention of the Committee to the frequency of applications for leave to load and discharge vessels and to do other similar work on Sundays, submitted for their consideration a draft order, to the effect that no permission would be given except in cases of necessity. It would, the Committee thought, be very difficult for the Custom House to decide what constituted a case of necessity, and the existing rule which permits ships to work on Sundays, on paying the required fee, should therefore not be interfered with. The Commissioner then proposed that permission should be given only in cases where the application rested on reasonable fear for the safety of the ship and that this rule should be strictly carried out from the 1st August. This rule, your Committee considered, would be too stringent. After further correspondence, the Acting Commissioner consented to modify the proposed rule by reserving to himself the power of granting permission in such cases, as, while not involving the vessel's safety, are yet of a nature to come under the designation "great necessity." Your Committee requested the Commissioner to put a liberal interpretation on this rule which they hope will be found to work without serious inconvenience to the trade.—(*Appendix* J.)

THE POSSIBLE DEVELOPMENT OF THE PRODUCTION OF FLAX FIBRE IN THIS PRESIDENCY.

An interesting letter on this subject was received, in February last, through Government, from Mr. W. F. Sinclair, C.S., and circulated among the Members of the Chamber. Your Committee, in thanking the Government for this communication, expressed their hopes that His Excellency in Council would be pleased to give effect to Mr. Sinclair's recommendations, by instituting experiments

in the districts of the Presidency considered most favourable for the cultivation of Flax.—(*Appendix* K.)

COTTON CULTIVATION IN THE BERARS.

Mr. Dunlop, Assistant Commissioner of the Akolah District, in his Weather Report, dated 25th October last, brought to the notice of the Committee that the natives had taken somewhat extensively to the cultivation of New Orleans Cotton, but, as a rule, it was sown mixed with native Cotton, and it was doubtful if the produce would be liked so much as the pure indigenous kinds. The Committee at once informed Mr. Dunlop, in reply, that they feared that danger would accrue to the indigenous Cotton if the New Orleans variety is permitted to be mixed with it, and they expressed a hope that, should the New Orleans Cotton continue to be grown, the cultivation of it would be kept quite distinct from the indigenous Cotton, so that the evil that would be caused by a mixture of the two might be guarded against.

It was also reported to the Committee that the cultivation of "Old Khandeish Cotton" was steadily on the increase in East Berar: it was introduced in 1868 by one man; had extended in the year 1872-73 to 80 villages, and this year its extension would probably be in like proportion. The Resident had taken up the subject very warmly, but, unfortunately, an idea had got abroad in Oomrawuttee that the Cotton is not so bad as it is represented to be, and that there is no call for Government interference. Your Committee informed Mr. Dunlop that Oomrawuttee Cotton (the name by which the Cotton of the Berars is generally known) now holds so high a position in the home market that it would be a disgrace to permit the possibility of allowing it to be mixed with the short, coarse-stapled, Khandeish Cotton, and mixed it would undoubtedly be if permitted to be grown; and they earnestly hoped that the Resident at Hydrabad would prevent the introduction of the Old Khan-

deish Cotton Seed, into the Berars, in the interests alike of the ryots and the Cotton trade of Western India.—(*Appendix* L.)

COTTON CULTIVATION IN KATTYWAR.

The establishment of a Cotton Market at Wudwan being likely to facilitate the access of merchants to Kattywar, and secure a supply of pure and well-picked Cotton, Mr. Peile, the Acting Political Agent, requested the opinion of the Chamber as to the improvement of the Kattywar staple. It would, he said, be quite as easy to have fresh seed tried on a large scale there as in Khandeish, and if the Chamber would point out any seed which, considering the soil and climate, would, in its opinion, be likely to do better than the indigenous seed, he would gladly use his influence with the Durbars to have it tried.

A copy of Mr. Peile's letter was sent to the Members of the Chamber for opinion, and your Committee recommended, for trial in the Kattywar districts, the following seeds:—

1st—American, Orleans.
2nd—Egyptian.
3rd—Sea Island.
4th—Hinginghat.
5th—Broach (picked).

American seed, they remarked, was sown last year in several districts in the Berars, and produced a staple much superior to the indigenous. Unfortunately, however, the natives did not realize the importance of keeping the American seed cotton altogether separate, and only a few parcels of the unmixed American were shipped. These gave great satisfaction at home, and several orders, based on them, were received at very good limits. A copy of a letter from Messrs. Greaves, Cotton & Co. on the subject was forwarded to the Political Agent.

CHINA AND AUSTRALIAN MAILS.

A complaint was made to the Committee, that the P. and O. s.s. "Pera" arrived here from Australia on the 15th June, bringing no Mails, these having been landed at Galle to be brought on by the China Mail Steamer, the "Travancore," which did not arrive in Bombay until three days later. A representation having in consequence been made to the Director-General of the Post Offices of India, with a view to a recurrence of such serious detentions being prevented, Mr. Hogg was so good as to explain that in this case the Australian Mails had been landed at Galle to be brought on by the "Travancore," which was the regular Mail Steamer from China, while the "Pera," not running under contract from Galle, might, at the option of the Company, have stopped at intermediate ports, and was not liable to penalties in the event of delay; and, with much consideration for the public convenience, has asked the Postmaster-General of Ceylon to arrange for the transmission from Galle of the Indian Mails by whichever vessel, contract or non-contract, will, in the judgment of the P. and O. authorities, first arrive in Bombay.

Another complaint was also received of the want of any sufficient public notification from the local Post Office respecting the closing of Mails to China, Ceylon, &c., when forwarded by other than the usual steamers; but the reference which the Committee made on the subject to the Postmaster-General, Bombay, elicited, the Committee regret to say, no satisfactory explanation.*

* The Committee regret that they were led into the error of supposing that the reference here alluded to resulted unsatisfactorily. The Postmaster-General, on the contrary, wrote on the 3rd February 1874, in reply to the Committee, that sudden changes in the departure of Ocean Mails would in future be advertised in the local papers,—which conceded all that the Committee had asked. But the letter was sent to Mr. Taylor, during his last illness, and lost; and the Committee were not aware of its existence until the Postmaster-General kindly brought it to their notice, and supplied them with a copy of it.

THE MERCANTILE COMMUNITY INADEQUATELY REPRESENTED IN THE LOCAL LEGISLATIVE COUNCIL.

Towards the end of July, when the time for the nomination of Members to the Council was approaching, the Committee represented to His Excellency that, with one merchant only in the Council, the mercantile interests of the Presidency were inadequately represented, and respectfully expressed the hope that two merchants would be nominated. Two merchants are always, the Committee understand, nominated to the Council of the Lieutenant-Governor of Bengal, and likewise to the Council of Madras. To this reasonable request, His Excellency replied that two gentlemen connected with the trade of Bombay, Mr. Bythell and Mr. Narayen Wassoodew, held seats in the Council. The melancholy death of Mr. Narayen, which occurred just as this correspondence was passing, induced your Committee to abstain from replying to His Excellency's communication.—(*Appendix* M.)

INACCURACIES IN REUTER'S TELEGRAMS.

The serious inaccuracies that frequently occurred in the Liverpool Cotton Market quotations given in these telegrams were brought in February last, by your Committee, to the notice of the Manager of the Bombay Agency, who replied that the quotations given were those furnished by the Liverpool Brokers' Association. The Manager, after another reference to their London Office, further informed the Chamber that every Cotton quotation is now authorized, those of Thursday by a full Committee for the Brokers' Weekly Circular, and those daily by a Select Committee meeting at noon to arrange the Daily Circular.

CYPHER MESSAGES BY THE INDO-EUROPEAN TELEGRAPH.

The attention of the Committee was drawn to a notice, which had been issued by the Superintendent, in which it was pointed out that the privilege to send code messages "does "not allow of the introduction of passages of unintelligible "disconnected words which have clearly no connection with "the language in which the message is composed," a phraseology which the Committee considered somewhat ambiguous, as messages consisting of words of concealed meaning must as a matter of course consist "of passages of unintelligible disconnected words;" and they asked the Superintendent whether words in French, German, or other living European languages, if mixed up in one message, would be objected to, and, if so, to point out the clause in the convention under which messages so composed would be subject to cypher charge. The Superintendent replied that the objection referred to the introduction, at ordinary rates, in messages emanating from India, of passages of unintelligible disconnected words in foreign languages: that isolated ordinary recognized words in a European language are admitted at ordinary rates, and instructions are in force to deal with all disputed cases as liberally as may be practicable, without infringing the convention, Articles 9 and 37 of which refer specially to this subject.

RATE OF INTEREST DECREED BY COURTS OF LAW.

The Secretary of State having submitted for the consideration of the Government of India the whole subject of the rate of interest which Courts of Justice in India are competent to adjudge, independently of agreement between the parties, the opinion of the Chamber was asked as to the expediency of limiting by positive enactment the rate of interest which may be awarded, where none has been stipu-

lated. The Committee were of opinion that a limit should be set by law, and that it should be fixed at the rate of 9 per cent. per annum, which is the rate usually adjudged by the High Court of Bombay, and may be considered to have been a high maximum rate for some time past. It was, however, suggested that some rule might be adopted permitting money in dispute to be invested in Government Securities and deposited with the Court, without such deposit being allowed in any way to affect the matter at issue, excepting so far as to bar the claim of a successful suitor for any interest in excess of that payable by Government on such Securities. But the custom of the Bombay High Court to allow a lower rate of interest after judgment occasionally results in injustice to the creditor, while there seems really no reason why the debtor should be in any way favoured. —(*Appendix* N.)

REGISTRATION OF PARTNERSHIPS.

As the Report submitted to the last Annual Meeting of the Chamber was passing through the press, a letter, as then mentioned, was received from the Government of Bombay forwarding copy of a letter from the Government of India, dated 15th September 1873, in which it was stated that "after careful consideration, the Governor-General in "Council has arrived at the conclusion that it is not advisa-"ble to undertake at present any legislation in this direc-"tion." The Government of India considered that, in the papers before it, the proposals for making registration compulsory made no distinction between the circumstances of joint-stock Companies or anonymous partnerships, and those of other partnerships, but seemed to apply to the latter class principles which are properly applicable to the former alone: that there would be great difficulty in dealing with the case of an undivided Hindoo family: and that the constitution and solvency of a firm, or the position, of the

person to whom credit is given, whether he is or is not a partner, is a matter to be ascertained by enquiry. The Government of India was not prepared, therefore, to support any system of compulsory registration until the want of it is shown to be causing mischief to people of ordinary prudence, and until a system shall have been devised which will not embarrass ordinary commercial business, or interfere with ordinary family arrangements.

The Committee, after a careful consideration of the grounds on which the Government of India had arrived at the conclusion that legislation was not advisable, addressed, on the 30th June, another communication to Government, setting forth at length such reasons in reply as they hope will induce the Government of India to re-consider its decision.—(*Appendix* O.)

RAILWAY CARTING AGENCY.

On the 29th August, a letter, numerously signed by European and Native merchants, was received drawing the attention of the Committee to the necessity for combined action being taken by the whole mercantile community to induce or compel the Railway Companies (1) to make more equitable carting arrangements, (2) to provide better accommodation for the goods traffic in Bombay, and (3) to prevent the overloading of the bullock carts and the gross ill-treatment of the bullocks employed in carting the goods brought into Bombay by Railway; and suggesting that the Committee should, as the best way of dealing with these questions, call a Public Meeting in the Rooms of the Chamber.

With regard to the first proposition, however, the Committee were of opinion that, as the Government had already taken the matter up, and had stated that the best way of dealing with the objections of the Railway Companies against the abolition of the Carting Agencies, and a more satisfac-

tory adjustment of the rebate granted to merchants who take delivery of their goods at the station yard, would be considered before the contracts were renewed, any action on the part of the Chamber was now unnecessary. The third proposition was not within the scope of the business of the Chamber; but with respect to the second, which your Committee felt to be of great importance, they requested to be furnished with more detailed information to enable them to deal with it. In this position, the matter still remains. —(*Appendix* **P**.)

NOTIFICATION OF NEW FOUR PER CENT. LOAN.

The Government Notification regarding this Loan was issued in Calcutta on the 4th, whilst no Official Notification appeared here until the 8th June. On the occasion of the 4 per cent. Loan in 1869, the intention of the Government of India was made known here by telegraph, and a special *Gazette* issued the same day (17th March), so that the information was received here and made public simultaneously with the Notification that appeared in Calcutta, and also, the Committee believe, in Madras. It being manifestly unfair that the public in Calcutta should have priority of information affecting so important an interest as that of investors in Government Securities, your Committee asked Government to favour them with an explanation why the precedent established in 1869 was not followed on this occasion. The Government of India, in reply, state that the omission was an accident, the recurrence of which will, on future occasions, be prevented by a Government telegraphic message being addressed to the Government of Bombay on the issue of a Notification of a Loan.

REVISION OF THE EXISTING TARIFFS IMPORT AND EXPORT.

No reply has been received from Government to the Committee's representation that a Commission, to sit at

Calcutta, with representatives from Madras and Bombay, should be appointed for the revision of the Customs Tariff both import and export, but the Committee understand that it is possible the Government of India may convene such a Committee, in the ensuing cold season. Complaints of the excess of present valuations for duty continue to come in, and your Committee have again addressed Government on the subject, and requested that His Excellency in Council will be so good as to favour them with information as to the intention of the Government of India regarding the appointment of a Commission.

THE STEAM VESSEL SURVEY AMENDMENT ACT 1873.

His Excellency, at the request of the Chamber, deferred giving his assent to this Bill until after the Special General Meeting of the Chamber, convened for the 23rd October, to consider the subject, had been held. At this Meeting the following Resolution was passed :—"That the Committee "be instructed to take such measures as may be thought fit "to bring about the limitation of the Government Survey of "steamers to such steamers as, having no Board of Trade "Certificate, or having sustained injury or damage or being "found unseaworthy or inefficient, are intended to carry "passengers." The Bill, containing a limitation to this effect, was subsequently passed.—(*Appendix* Q.)

THE PATTERN POST FROM INDIA TO THE CONTINENTAL STATES OF EUROPE.

In June 1872, the Committee, represented to the Post Office, that a rapid development in the direct trade in Cotton between Bombay and certain of the Continental States of Europe had taken place: that where this trade exists it is

necessary to send samples of Cotton; and that a sample that does not weigh more than 8 ozs.—the limit of weight for a Pattern Packet then allowed by the Post Office—is of very little use. The Director-General of the Post Office of India, to whom the question was referred, stated that steps had already been taken for revising the limitations of weight of Pattern Packets for places abroad "in accordance with altera-"tions observed in the relations of the different countries "with England." But a representation would be made to the Post Offices in the several countries of Europe on the subject, and the limits of weight were, in the meantime, altered and laid down in the Indian Postal Guide, dated 1st April 1873, to come into force at once, for packets to the following countries:—

Countries.	Via Italy.	Via France.
Italy	5 lbs.	...
Denmark	3 „	3 lbs.
Heligoland	3 „	...
Holland	5 „	5 lbs.
Norway	3 „	8 ozs.
Sweden	3 „	3 lbs.
Switzerland	5 „	5 „

The representation made by the Director-General was unsuccessful, except that the limit of weight for Pattern Packets from India to Italy, and to Foreign Europe through Italy, was increased from 8 ozs. to 10 ozs., and that a concession was obtained as regards samples of *Cotton* addressed to Italy itself, by the route called through Italy, which may be sent up to a maximum weight of 17½ ounces. It was also discovered, your Committee regret to say, that the assumption made by the Indian Post Office, in the absence of information to the contrary, that Pattern Packets for the above-named countries might be sent up to the increased weights published in the Postal Guide, dated 1st April 1873, was erroneous, and a notice was issued 15th April 1874

that the maximum limit of 10 ozs. will only be allowed in future. The following alterations, with reference to the limits of weight for Pattern Packets to the undermentioned countries, have accordingly again been made and are now in force, viz. :—

Countries.	Via Italy.	Via France.
Italy	10 ozs.	...
Denmark	10 „	8 ozs.
Heligoland	10 „	...
Holland	10 „	8 „
Norway	10 „	8 „
Sweden.....	10 „	8 „
Switzerland.....	10 „	8 „

—(*Appendix* R.)

COTTON FRAUDS ACT.

At the last Annual Meeting of the Chamber, it was resolved that the Report of the Select Committee appointed to consider the Resolution of Government, dated 6th February 1873, on the subject of the Cotton Frauds Act, be received, and a representation in accordance therewith made to Government. In transmitting the Report to Government, your Committee particularly drew attention to the concluding para: recommending the abolition of the office of Inspector-in-Chief, and the transference of the Inspecting Staff in Bombay to the Cotton-growing Districts,—on which points there was entire unanimity of opinion in the mercantile community. By abolishing the office of Inspector-in-Chief, a considerable saving would be effected, and they trusted that, as it is for the benefit of the revenue and the public interests that the cultivation and preparation of Cotton should receive State care as well as other branches of agriculture, His Excellency in Council might see his way to relieve the Cotton trade of the burden of the present export fee by making the cost of the reduced establishment a charge on

the general revenue in the same way as in the case of any other officers on the establishment of the Collectors.

In the Resolution abovementioned, it is stated that the Chambers of London, Liverpool, Manchester, Glasgow, and Bombay, would be requested to state, after full consideration, whether in their opinion the Cotton Frauds Act should be maintained or placed in abeyance, and that a Committee of the Legislative Council of Bombay would be appointed to take evidence on and investigate the subject. The Commission is now sitting; and your Committee await their report, which, it is hoped, will shortly be issued.—(*Appendix* S.)

ARBITRARY PROCEEDINGS OF THE COTTON DEPARTMENT AT DHOLLERA.

In February last, the attention of the Committee was directed to the vexatious and arbitrary behaviour of the Cotton Inspector at Dhollera, who had taken upon himself to seize eight bales of cotton belonging to Messrs. Gaddum & Co., on the ground that the cotton was adulterated. According to the representation made to the Chamber, there was no adulteration of any sort; the cotton consisting merely of the remains of the last year's Dhollera crop, inferior in quality no doubt but merchantable, and a description of cotton that is often acceptable to spinners for various purposes. The Magistrate, Mr. C. E. G. Crawford, however, who tried the case, fined the representative of Messrs. Gaddum & Co. Rs. 51, and the cotton was confiscated, although the Magistrate, in giving his decision, said that he had no reason to doubt from the evidence that the cotton was "honestly merchantable." The Committee, in submitting the matter to Government, remarked that to invoke the Cotton Frauds Act in cases like this one, where it can have no proper application, is simply to obstruct the

business of merchants in the Mofussil and to inflict serious injury on the cotton trade itself in districts under the British Government; and that they had little doubt that, if these arbitrary proceedings are persisted in, the trade will be driven from Dhollera to the neighbouring Native States, where merchants and agents will be free from such unnecessary and vexatious interference. After a careful examination of the Report of the Inspector, Mr. E. M. Carrel, submitted by Mr. Borrodaile, Collector of Ahmedabad, to whom Government had referred the complaint, the Committee saw no reason to alter or modify the views which they had previously expressed, while the language of Mr. Borrodaile's Memorandum was, the Committee regret to say, offensive and objectionable.—(*Appendix* T.)

DEATH OF MR. TAYLOR.

At the Special General Meeting of the Members, held on 26th May, the Chamber passsed a Resolution deeply regretting Mr. Taylor's death, and the great loss which the Chamber had sustained in being thus deprived of the services of such a valuable Secretary. Also, that a subscription list for the purpose of erecting a Memorial over his grave be circulated among the Members, and that any surplus which may remain after defraying the expenses of the same be disposed of as the Committee judge best. In accordance with this Resolution, a subscription list was circulated: altogether, Rs. 3,125 was subscribed, of which Rs. 2,475 has been paid into an account opened with the Chartered Bank. The Committee have obtained permission to erect a Tablet to his memory in the Ante-Church of the Cathedral, and this work, along with the making and erecting of a monument over his grave, has been entrusted to Mr. Kipling, who estimates that the cost of the two works will be within Rs. 2,000.

MISCELLANEOUS.

Numerous references have been made to your Committee during the past year, on points connected with the mercantile and shipping interests of the Port, which were considered and disposed of in the usual manner.

The income for the past year slightly exceeds the expenditure, although the latter was swelled up by the payment of Rs. 521-14 being the cost of the telegrams despatched to the various Chambers at the request of the Public Meeting held on 15th July, and of Rs. 277-12 paid to the Sheriff for the expenses connected with the Meeting itself, such as advertisements, &c. The balance in favour of the Chamber, in account with the New Bank of Bombay, Limited, on 30th September 1874, was Rs. 9,293-6-1.—(*Appendix* A.)

Your Committee have only now to tender their thanks to the Members of the Chamber for their ready attention to all matters on which they have had occasion to consult them; and to express their acknowledgments to His Excellency the Governor of Bombay in Council for the courtesy and attention with which their representations have on all occasions been received.

Chamber of Commerce, Bombay,
8th October, 1874.

APPENDIX A.

FUNDS OF THE BOMBAY CHAMBER OF COMMERCE FOR 1873-74.

Disbursements.	Amount.			Receipts.	Amount.		
	Rs.	A.	P.		Rs.	A.	P.
Rent	1,680	0	0	Balance at the Credit of the Chamber as shown in last Year's Account at the New Bank of Bombay	9,087	3	11
Printing	1,210	14	0	Subscriptions and Publications	20,066	0	0
Advertisements	282	9	0	Realized by Sales of Daily and Weekly Trade Returns and Manifests	1,379	9	0
Newspapers and Books	333	14	2	Do. Miscellaneous Receipts for Stamping Callipers, &c.	7	0	0
Postage and Receipt Stamps	135	0	10				
Office Salaries, Telegrams, petty Charges, &c.	7,762	12	10				
Stationery	263	8	0				
Daily and Weekly Trade Returns and Manifests :—							
Salaries Rs. 3,384 0 0							
Printing ,, 6,163 12 0							
	9,547	12	0				
Balance	9,293	6	1				
Total Rs.	30,539	12	11	Total Rs	30,539	12	11

Balance in hand at the New Bank of Bombay, 1st October 1874 ..... Rs. 9,293 6 1

MEASUREMENT FEE ACCOUNT, from October 1, 1873, to September 30, 1874, Inclusive.

To Disbursements, Salaries, Printing, Advertising, &c. Rs.	16,613	6	7	By Balance as per last Account Rs.	20,343	4	11
,, Establishment for Sept. 1874. ,,	1,482	8	0	,, Receipts from Fees ,,	21,730	15	0
	18,095	14	7				
,, Balance to Credit of the Account Rs.	23,978	5	4				
Total Rs.	42,074	3	11	Total Rs.	42,074	3	11

Note.—Of the above Balance, Rs. 15,750 was placed on a Fixed Deposit, subject to 12 months' Notice of withdrawal, at 5 per cent. per annum, with the Chartered Mercantile Bank, on 5th October, 1873. The remaining Funds, Rs. 8,228 5-4 and Rs. 1,482-8-0 (the Establishment charges for September not paid till 1st October) make up the balance of Rs. 9,710-13-4 lying in Current Deposit Account with the New Bank of Bombay, Limited, on 30th September, 1874.

APPENDIX B.

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IMPORT DUTIES ON PIECE-GOODS AND YARNS, AND THEIR EFFECT ON LOCAL INDUSTRY.

BOMBAY, 12*th November*, 1873.

To JAMES TAYLOR, Esq., Secretary, Bombay Chamber of Commerce.

DEAR SIR,—Referring to our Mr. Bright's remarks at the Committee Meeting to-day, we wish to bring formally before the Committee of the Chamber the important matter of the present protectionist effect of the import duties on Cotton Yarn and Manufactures, and of the unfair incidence of the export duty on the same articles.

We cannot of course deny that our attention has been drawn to the matter, owing to our connection with the import trade in these articles and in consequence of the increase of the local mills, but it is not on the ground of any ill-effect the duties, as now arranged, have on our own business, that we wish to bring the matter before the Chamber, and we hope, through that channel, before the Government of India. It is on the ground of the injury to the consumer caused by a protective tariff that we base our objection to that at present in force.

There is then, as your Committee is well aware, a duty of 5 per cent. on Piece goods, and 3 per cent. on Yarn, imported into India, while there is no duty on the Piece-goods or Yarn manufactured here. This, we think, the Committee will acknowledge, is exactly equivalent to a bonus of the same amount to the owners of local mills.

We venture to say that the consumers do not get the benefit of this freedom of a certain proportion of the Piece-goods and Yarn used by them from duty, inasmuch as the price of such Piece goods $\frac{\text{and}}{\text{or}}$ Yarn is, and in the nature of things *must* be, regulated by the competition of the much

larger quantity of duty paid Goods and Yarn imported from Europe, which, although differing no doubt in many ways, *could* take the place of that made in the local mills, and indeed has only lately been displaced by the local manufactures. If, then, the consumers do not get the benefit, it is clear the mill-owners do. In other words, the consumers throughout India are paying a tax of 5 per cent. and 3 per cent. to the mill-owners of Bombay, without any advantage accruing to the Revenue, which, on the other hand, is falling off annually from the growing displacement of imported goods by those made in the local mills,—a very serious consideration for Government.

It would be most desirable, if it were at all feasible in the present state of the revenue of the country, that this protection should be extinguished by the removal of all duty on imported Cotton Piece-goods and Yarn, the benefit of which removal of duty would, under the remarkably close competition prevailing amongst importers and amongst dealers, accrue immediately and in full to the consumers, importers only deriving the indirect advantage of an increased consumption; we hardly, however, venture to do more than suggest this as the end to which the Government should aim in the, we fear remote, future, as, meanwhile, we do not think it would be possible to surrender so fruitful a source of revenue as the duty on Cotton Goods and Yarn.

On the other hand, it would be possible *at once* for Government to divert the tax which, we have above shown, is paid by the consumers to the mill-owners of Bombay, to the increase of revenue for the benefit of the whole State (*i.e.*, for the benefit, amongst others, of the consumers themselves) by imposing a tax on Cotton Goods and Yarns manufactured in local mills equivalent to that paid on imported Goods and Yarns.

This tax might either be of the nature of an excise, or a tax might be imposed on each spindle, loom, or mill, so calculated as to equal the Customs duty which would have been payable on the import of a similar quantity to that which each spindle, loom, or mill, manufactures annually.

Simultaneously with this, an arrangement for drawback must be instituted similar to that which is now in force with regard to imported Goods and Yarn. We do not enter on

the question of the *advisability* of a protective policy, seeing that we do not believe any Government composed of Englishmen will *now* undertake to defend protection, and we have assumed in our above remarks that the generally acknowledged axioms on the subject are understood and accepted by the Government; nor have we touched on the subject of home-spun yarn and home-woven cloth, although we believe the (so to call it) cottage manufacture, both of yarn and cloth, is very considerable (and although theoretically it *should* be taxed as well as that of steam mills), inasmuch as we think it would require more knowledge of the customs of native society in the interior than we possess to construct a system for taxing such cotton manufacture, or even to decide as to whether the disadvantages of such a tax (including perhaps unpopularity) might not exceed the advantages of imposing it. Steam mills are few and well known, and can be easily got at.

We now come to our second subject, which is the export duty of 3 per cent. levied on country-made Yarn and Piece-goods exported from India. This tax is no doubt a part of the general Indian system of export duty, and Government may, therefore, be averse to touching it, but its incidence is so curiously unfair, when looked at with reference to our local mills that we think it would be well that it should be brought to the notice of Government. The fact is, that in the case (say) of Yarn selling in the Bombay bazaar, an exporter can afford to pay $\frac{7}{8}$ of 3 per cent. more for that imported from abroad than for that made on the spot. The imported Yarn has already paid a duty of 3 per cent., but on re-export $\frac{7}{8}$ of this is returned; the local made Yarn has as yet paid no duty, but on export it pays 3 per cent.

It seems to us highly probable that if this inequality were removed by excepting (say) all steam-made Cotton Yarn and Goods from this export duty, the mill-owners would not be averse to the surrender of the protection they now receive; but, in any case, we would venture to submit that the interest of the *body of the people* deserves consideration from Government rather than the artificial encouragement of any industry however important.—We remain, dear sir, yours faithfully,

WALLACE & Co.

To JAMES TAYLOR, Esq., Secretary to the Chamber of Commerce, Bombay.

SIR,—It is a cause of much regret to us that no one from our firm will be able to attend at the Meeting convened to-day for the discussion of Messrs. Wallace and Company's letter, of 12th inst., with reference to the import duties on English Goods and Yarns, and their effect on local industry.

As, however, we take different views on some points mentioned in Messrs Wallace and Co.'s letter, and consider the matter of such importance as to render discussion desirable, we trust we may be allowed to give expression to our opinions under the form of a letter.

Messrs. Wallace and Co. state that they have their objection to the present import duties on the ground of the injury to the consumers caused by a protective tariff.

They further state that the duty on imported Goods and Yarns is exactly equivalent to a bonus of some amount (proportionate ?) to the owner of local mills.

They also say that they do not believe that consumers get the benefit of the freedom from duty of a certain quantity of Piece goods and Yarns used by them and manufactured locally, and base this assumption on the grounds that the price of Piece-goods, &c., *must* be regulated by the competition of the much larger quantity of duty-paid goods, &c., imported from Europe, which, they state, although differing in many ways, could take the place of the goods, &c., manufactured locally, and, indeed, occupied that place until lately. "In other words," say they, "the consumers throughout India are paying a tax of 5 per cent. and 3 per cent. (on Goods and Yarns, respectively,) to the mill-owners of Bombay, without any advantage accruing to the revenue, which, on the other hand, is falling off annually from the growing displacement of imported goods by those made in the local mills.

We cordially join in deprecating the present system of import duties, our objection being based on the broad ground that the majority of cotton goods imported are in so large a degree necessaries of life, that we should wish to see them relieved of all taxation, and further, because we believe that to abolish import and export duties would give a healthy

stimulus to our local industry, exactly as free trade has done in all parts of the world in which it has been tried.

With reference to Messrs. Wallace and Co.'s statement that the import duties are the equivalent to a direct bonus to the local mill-owners, from which consumers get no benefit, we must enter a dissent.

It would not be in place at present to contrast the cost of manufacture here and in Lancashire: to enter into the question of the advantages which, on the one hand, the Bombay mill-owner has in getting his cotton without the additional cost of freight and charges at home; and on the other into the question of the increased cost of coal with which to work his machinery; the immense difference in first cost of that machinery as well as of putting it up; the difference between the sums paid for skilled superintendence at home and here; and last, but not least, the fact that cotton here of late years has hardly shown any margin on home values. When these things are taken into account, the difference between the position of the Bombay mill-owner and the Lancashire manufacturer does not show so much dissimilarity as would appear at first sight. Messrs. Wallace and Co. do not go into this question, and we will therefore suppose that they admit the manufacturers on either side start pretty evenly handicapped.

Now with regard to the Bombay mill-owner profiting solely by the fact that his manufactures are exempt from duty, we need merely say, or rather repeat, what is well known to most people here, viz., that in the first place local manufactures do not obtain prices equivalent to those obtained for goods made at home, and, in the second place (and this is a most important matter), that local mill-owners have hitherto sold goods much less sized than those which, under the same designation, reach us from Lancashire.

Coarse cloths of English make, as Longcloths, T. Cloths, and Domestics, and the lower counts of Yarns, as 20s, have of late been in a large measure driven out of the market by the local manufactures. We confess to being of opinion that the duty on the English goods has little to do with this. Adulteration of cloth has become a science now-a-days in England (*vide* annexed para. from an English paper, marked A), and although a buyer

may be deceived, the wearer of a piece of cloth seldom is deceived, a second time, and gives the preference to the honester commodity. The temptation to the local manufacturer to adulterate is the same as to the English maker, but hitherto he has been honester, and even if he did size more, his goods have not to make a long sea voyage, during which the action of mildew is developed in the adulterated cloth. All these things enable him to undersell Lancashire.

In para. 5 of their letter, Messrs. Wallace and Co. say that it would be desirable, were it possible, to extinguish duties altogether. In this we agree. Were it possible, having regard to the general financial position of the Government of India, to abolish all sea customs, we should unhesitatingly advocate their abolition: they are expensive to collect and are more or less a hindrance to trade. The revenue yielded annually, however, by the duty on English Grey Goods and Yarns, is something like half a million sterling, we believe, and for the Chamber to propose to Government to relinquish so large a sum, without showing how to replace it, would serve little practical purpose. It would be especially inopportune at the present moment, when Government have additional financial difficulties to contend with, owing to the state of affairs in Bengal.

From para. 6, however, we must express our dissent. In that para. Messrs. Wallace and Co. propose to divert the tax, which (they say) they have shown is paid by the consumers to the mill-owners of Bombay, to the revenues of the whole State, by imposing a tax on Cotton Goods and Yarns manufactured in the local mills, equivalent to that paid on imported Goods and Yarns.

Messrs. Wallace and Co., in other words, forgetting that they have put themselves forward as the friends of the consumers, would now make the consumer pay, and suggest to Government one of the most exploded theories of taxation—a tax on local manufactures, in other words, an excise. There is hardly a State in Europe where such a tax now exists, except on fermented liquors and luxuries; and yet the Chamber is deliberately asked to recommend the men in power at the present day to go back to a system proved fallacious by all those States which have given a trial to the free system. We are agreed that the duty on Lancashire-made goods should be abolished; imperial necessities, how-

ever, forbid this, and because one obnoxious tax unfortunately cannot be got rid of, the Chamber is asked to urge upon Government the imposition of a second obnoxious duty.

Nothing surely can be less logical than this, and however the proposers of such a course may deny being actuated by selfish motives, it is difficult to see how else such a proposal can be supported.

But, for another reason, and one by no means unimportant in our eyes, we protest against the suggestion made by Messrs. Wallace and Co.

The production of cotton in Western India is very large; no crop pays so well in black soil, even if sold at considerably lower rates than those now ruling. It is a matter of vital importance as well for the Government of India (whose revenues are increased by productive cultivation and diminished by the contrary), as well as for Bombay, that each and every outlet for our cotton should be kept open. This is the more important at a time when the margin between American and Surat cottons in the home markets has to be considered, for this margin appears likely to increase rather than diminish in proportion as the Southern States recover from the effects of the civil war. We know that Lancashire operatives have before this refused to work E. I. cotton (and their attitude generally like that of other workmen in Europe is one which favours producers in India), and that is always a subject of serious consideration with most English mill-owners as to what proportion of Surats their people will work up as compared with Americans. This is gradually becoming the case, too, over the Continent, and, under such circumstances, our local mills prove a very useful outlet for part of the cotton grown. The consumption of the local mills at the present reaches to about 750 candies, or 1,500 bales per week, say 78,000 bales a year, or about 6½ per cent. of our total crop estimated at 1,200,000 bales, and this in the infancy of the trade. As new mills are springing up, the local manufacturing trade, if left alone, must further develop itself, and in the course of a few years we shall probably see 15 to 20 per cent. of the crop of Western India consumed by the local mills.

Moreover, if Messrs. Wallace and Co.'s principles be adopted, they must in consistency be applied to articles other than Cotton Goods and Yarns. The import duty on manu-

factured leather, on carriages, on plate, jewellery, &c., articles made in England, as well as in India, should be taken off, or else a tax put upon local manufactures.

With reference to the export duty of 3 per cent. on country-made Yarns and Goods shipped from India, we entirely concur with Messrs. Wallace and Co.'s views, and as this duty is not of any great importance (averaging for the past five years some Rs. 1,21,000 only per year), we think the Government of India might be asked to rescind it. This duty acts very prejudicially on exporters of Indian-made Yarns and Goods, and puts them on anything but the same level as English or other goods with which they have to compete in the foreign ports to which they may be shipped.

If, however, the Chamber is to take any action at all, it should be to ask Government to abolish duties on Goods and Yarns altogether both on import and export. We do not regard this as a happy or opportune moment to approach Government with such a proposition, and the best course seems to us to be to let things alone for the present, keeping in view the necessity of raising the point at a proper time. —Yours, &c.,

W. NICOL & Co.

Bombay, 27th November.

A.

A letter has appeared in the *Times* from a correspondent, signing himself "B.," enclosing a circular which he has recently received, and which seems to throw considerable light on some questionable mysteries of the Manchester Calico trade, to which we called attention some time ago. The contents of the letter by which this circular was accompanied speak for themselves. All that need be added may be stated in the form of a question of proportion. If the mere manufacture of an article to be used for adulterating purposes has become so systematic and extensive a business as would thus appear, what is the amount of the fraud and adulteration which has called it into existence and prosperity? The letter by which the circular was accompanied was as follows :—

Gentlemen,—I beg your attention to the enclosed circular, and may further state that the size is very simple and

easy to use; a child could not go wrong with it; no machinery would require to be altered in order to try it or use it. The size can be used by itself, or can be added to your present size per 11 clause in their circular. Its weight-giving properties are of an extraordinary character, as 120 per cent. of size can be put into 24 throstle twist. If the yarn be of good quality, extra weight can be carried into the cloth, say on 32s Mules 80 per cent. of size can be carried forward with fair wearing if the yarn be good. Reference is kindly allowed to a spinner and manufacturer who sells his own cloth. He has received orders from all his buyers without exception for cloth made from the "new size," the market value of his cloth having become considerably enhanced. Facts like the above I trust will need no comment.

From the MANCHESTER CHAMBER of COMMERCE to the SECRETARY of the CHAMBER of COMMERCE, Bombay.

4, YORK CHAMBERS, MANCHESTER, *29th Jan.*, 1874.

DEAR SIR,—I beg to hand you, for the information of your Chamber, the annexed copy of Memorial on the Import Duties into India on Cotton Yarn and Goods, which has been addressed to the Right Hon. W. E. GLADSTONE, the First Lord of the Treasury, and to the Duke of ARGYLL, Secretary of State for India.—Yours faithfully,

THOMAS BROWNING, Secretary.

"To the RIGHT HON. W. E. GLADSTONE, M.P., &c. &c. &c.,
"First Lord of Her Majesty's Treasury.

"*The Memorial of the Directors of the Manchester Chamber of Commerce,*
"*By their Chairman,*

"RESPECTFULLY SHEWETH,—That the Cotton Manufacture of the United Kingdom, in regard to the vast capital invested and the great number of people dependent on it for subsistence, is probably the largest trade carried on, and any legislation which unnaturally interferes with its

prosperity is worthy the serious consideration of Government ;—

"That a very large portion of this great commerce is transacted with British India, and a great part of our mercantile marine is constantly employed in it;—

"That a fiscal duty of 3½ per cent. on yarn, and 5 per cent. on cloth, is now levied in India on the importation of British Cotton Manufactures, assessed on tariff rates fixed many years ago, when values ruled much higher than they do now, so that the duties thus levied actually amount to about 4 per cent. on the present prices of yarns in India, and nearly 6 per cent. on cloth, and constitute a positive tax of at least 10 per cent. on the capital invested in Cotton Factories employed in manufacturing for India ;—

"That the tax is now found to be absolutely prohibitory to the trade in yarn and cloth of the coarse and low-priced sorts, and your Memorialists are informed that it is proposed to import Egyptian and American raw cotton into India (no duty being charged thereon), to manufacture the finer yarn and cloth, which will thus compete with goods received from England on which duty is levied ;—

"That a protected trade in Cotton Manufacture is now consequently springing up in British India, and an unsound commerce is being fostered in that country which will, sooner or later, cause embarrassment and distress to the native capitalists and workmen ;—

"That the levying of such duties, when their effect is to afford protection to one portion of Her Majesty's subjects in India to the disadvantage of another portion in England, with whom they are brought into competition in trade, is inconsistent with the commercial policy of this country, and subversive of the soundest principles of political economy and free trade ;—

"That just in proportion as the protective duty stimulates the erection of Cotton Factories in India, it defeats the primary object of the tax as a source of revenue, by encouraging the production of Goods in India to the exclusion of British Manufactures, on which alone the impost is levied ;—

"That the inevitable tendency of any trade nursed and fostered by protection is to divert capital and labour from

the natural channels into which they would otherwise be more beneficially turned;—

"That the said duties are increasing the cost to the native population—or at least to the poorest of the people—of their articles of clothing, and thereby interfering with the health, comfort, and general well-being of the Queen's Indian subjects.

"Your Memorialists therefore pray, that having regard to the reason set forth above, an early consideration may be given to the subject of the duties now levied on Yarns and Manufactured Goods on import into India, with a view to their abolition.

"And your Memorialists will ever pray.

"HUGH MASON, *President.*
"THOS. BROWNING, *Secretary.*

"*Manchester, 29th January,* 1874."

STATEMENT showing the Number of Spindles and Looms, and the Approximate Total Daily Production of Yarns, (say) averaging 20s, by the Local Mills, and the Proportion used in making Cloth.

Names of Local Mills.	Date of Formation.	Capital.	Spindles.	Looms.	Total production	Yarns. Used in making Cloth.	Yarns. Available for Sale.	Contemplated Extension. Increase of Spindles.	Contemplated Extension. Increase of Looms.	REMARKS.
					lb.	lb.	lb.			
Albert Mills Co., Ld.	May 11 1865	8,00,000	19,000	None	[illegible]	2,500	None	4,500	...	...
Alexandra Spinning and Weaving Co., Ld.	Oct. 9 1868	9,00,000	15,032	200	[illegible]	3,000	1,000	10,000	150	
Alliance Spinning and Weaving Co., Ld.	Jan. 10 1857	12,50,000	22,000	None	[illegible]	5,100	5,000	200		Alliance Spinning Company, Limited. Originally the Tyrrelite Mills Company. These mills were under Decree of the High Court, sold by the Master in Equity, on 15th September 1871, for Rs. 7,25,000, to Shellabhoy Peddamoney and others, who, in May 1874, sold them to the Alliance Spinning Company, Limited, a Joint-stock Company, which they formed to take the mills over for Rs. 12,37,500.
Arkwright Spinning Co.	Foundation laid in 1863	1,40,000	5,800	None	[illegible]	200	None	1,200		
Bombay Spinning and Weaving Co., Ld.	Date of Lease, Nov. 5, 1855, but erection of the Mill began in 1854.	5,50,000	29,000	None	[illegible]	3,100	None	5,100	...	... Sold in February 1874, by the Receiver appointed by the High Court, to Syed Rumzany and others for Rs. 4,75,000.
Bombay United Spinning & Weaving Co., Ld.	Feb. 21 1860	9,00,000	27,000	351	[illegible]	2,500	2,500	2,000		
Fleming Spinning and Weaving Co., Ld.	Aug. 8 1860	18,75,000	35,500	748	[illegible]	4,000	6,000	2,000	...	... Fleming Spinning and Weaving Company, Limited. Originally the Royal Spinning and Weaving Company, Limited, whose paid-up capital amounted to 16 lacs in 800 shares of Rs. 2,500 each. This Company was re-constituted on 30th June 1874, under the name of the Fleming Spinning and Weaving Company, Limited, with a capital of Rs. 18,75,000, in 1,500 shares of Rs. 1,250 each, of which 2 shares fully paid up were reserved by the shareholders for every share held by them in the Royal Spinning and Weaving Company. The remaining 200 shares (of Rs. 1,250 each) were allotted to the shareholders at par in the proportion of 1 share for every 4 shares standing in their names on 1st August 1874.
New Dharamsey Premjabhoy Spinning and Weaving Co., Ld.	Aug. 1 1860	50,00,000	90,000	1,092	15,[illegible]	9,000	6,000	15,000	200	New Dharamsey Premjabhoy Spinning and Weaving Company, Limited. Originally the Croft's Spinning and Weaving Company, whose capital amounted to 20 lacs, in 200 shares of Rs. 1,000 each. In pursuance of a Resolution passed on 5th May 1867, 20 shares were cancelled, reducing the capital to 18 lacs. On 7th October 1868, the Company was wound up and re-constituted by the creation of 220 shares of Rs. 2,000 each, of which 200 shares were given to the old proprietors, viz., 100 for shops, and 100 shares sold as per, plaintiff's bill. On 26th April 1872, the Company was again wound up and re-constituted as "The Dharamsey Premjabhoy Spinning and Weaving Company, Limited," by the issue of 2,500 shares of Rs. 2,000 each, of which 1,800 shares were given to the old shareholders, two shares for every one share held by them. The remaining 1,000 shares, at Rs. 2,000 each, were allotted to the Bank of the Company to an account called "Company's Shares Sale Account" and credited to "Capital" account, thus showing the capital paid up as 50 lacs. These 1,000 shares were afterwards sold in the market at the rate of Rs. 1,200 per share, by which Rs. 12,50,000 was realized, the loss of Rs. 1,40,000 remaining at the debit of the "Company's Shares Sale Account." According to the Balance Sheet of the Company, for the year ending 30th June 1874, the "Company's Shares Sale Account" has, by contributions from the Profit and Loss Account, been reduced to Rs. 1,16,959-13-2. On 25th August 1874, the Company was again wound up and re-constituted as "The New Dharamsey Premjabhoy Spinning and Weaving Company, Limited," by the issue of 3,000 shares of Rs. 1,000 each, of which 2,300 shares were given to the old shareholders, share for share, and 200 shares reserved in the hands of the Directors for allotment as they thought proper. By this last Resolution, all the rights and liabilities of the "Dharamsey Premjabhoy Spinning and Weaving Company, Limited," being taken over, the balance, at the debit of the "Company's Shares Sale Account," will, it is understood, be merged in the value of the property, moveable and immoveable, which appears on the credit side of the Company's Balance Sheet. 80,000 Spindles and 950 Looms are at present working.
Jawraj Ballea Spinning and Weaving Co., Ld.	Dec. 29 1872	7,50,000	22,500	None	[illegible]	3,000	None	3,000	...	200
New Great Eastern Spinning & Weaving Co., Ld.	Sept. 17 1860	15,00,000	30,488	608	7,[illegible]	2,500	2,500	2,000	...	55
Mocurjee Goculdas Spinning and Weaving Co., Ld.	Aug. 10 1871	12,00,000	26,000	575	6,[illegible]	3,000	3,000	5,000	130	
Oriental Spinning and Weaving Co., Ld.	Sept. 19 1855	25,00,000	51,000	920	11,[illegible]	9,500	2,000	20,000	300	
Sassoon Spinning & Weaving Mills Co., Ld.	Feb. 5 1872	10,00,000	21,000	None	5,[illegible]	None	2,000	...	150	
Victoria Manufacturing Co., Ld.	Mar. 22 1860	6,00,000	13,992	None	3,[illegible]	None	3,250	—	—	Purchased in April 1873, when the mill consisted of 8,136 spindles, for Rs. 2,46,000. The mill was subsequently enlarged and the number of spindles increased to 17,992; and on 12th November 1874, the ownership was transformed to a Joint-stock Company, called the Victoria Manufacturing Company, Limited, having a capital of 6 lacs in 600 shares fully paid up, of which 50 shares are reserved by the Company.
Hindustan Spinning and Weaving Co., Ld.	Aug. 27 1873	10,00,000	25,200	None	6,[illegible]	500	None	4,500	...	225
Muncherjee Petit Spinning & Weaving Co.	June 17 1861	25,00,000	61,000	1,000	14,[illegible]	8,000	8,000	6,000	...	...
Total		Rs. 2,24,62,000	4,88,993	7,104	1,04,[illegible]	350	47,900	17,650	25,780	1,610

STATEMENT showing the Number of Spindles and Looms and the Approximate Daily Production of Yarns, (say) averaging 20s, of Mills Up-country, and the proportion used in making Cloth.

Names of Mills and Localities.	Date of Formation.	Capital.	Spindles.	Looms.	Yarn.			Contemplated Extension.		Remarks.
					Total Production.	Used in making Cloth.	Available for Sale.	Increase of Spindles.	Increase of Looms.	
Ahmedabad.					lb	lb	lb			
Ahmedabad Spinning and Weaving Co.....	Aug. 18 1858	{Original 3,00,000}	20,000	200	4,500	2,500	2,000	...	...	Considerable additions made to the mill from each year's profit without increasing the capital.
Becherdas Spinning and Weaving Co.	Nov. 1 1864	5,00,000	15,000	100	3,500	800	2,700	...	...	
Surat.										
Jaffer Ali Spinning and Weaving Co., Ld...	Mar. 10 1861	4,50,000	10,000	100	2,700	1,000	1,700	5,000	...	
Broach.										
Broach Mills Co., Ld.....	May 10 1870	6,00,000	17,500	None	3,500	None	3,500	12,000	250	
Alfred Mills Co., Ld.....	July 21 1873	2,50,000	5,000	None	1,170	None	1,170	3,600	...	
Indore.										
Maharajah Holkar's Mills	.....	8,50,000	10,274	225	2,200	1,100	1,100	...	...	
Bhownuggur.										
Bhownuggur Mills and Press Co.	Sept. 2 1871	6,00,000	12,000	None	2,500	None	2,500	...	200	
Julgaum.										
Khandeish Spinning and Weaving Co.....	Nov. 18 1873	7,50,000	15,000	200	2,000	500	1,500	...	...	
Total Rs.....		43,00,000	1,04,774	825	22,070	5,900	16,170	20,600	450	

New Mills in Contemplation and in course of Completion at Bombay.

Names of Mills.	Date of Formation.	Capital.	Number of Spindles.	Number of Looms.	Remarks.
Shamjee Judowjee's Mill	Foundation laid in 1872	8,00,000	20,000	...	
National Spinning and Weaving Company	February 5 1874	5,00,000	17,000	...	
Colaba Land Co's Cotton Spinning and Weaving Mill	July 1 1874	10,00,000	25,000	300	
Colaba Spinning and Weaving Co., Limited	July 9 1873	9,00,000	35,000	300	
Sassoon's Spinning and Weaving Company	March 5 1874	15,00,000	50,200	750	
Nicol Press and Manufacturing Co.	October 25 1873	12,00,000	21,500	None	
Khatao Spinning and Weaving Co.	October 19 1874	10,00,000	30,000	300	
Prince of Wales Spinning & Weaving Company	July 14 1874	7,50,000	20,000	200	
Frere Spinning and Weaving Co...	September 30 1874 ...	25,00,000	...	...	Shares partly subscribed. Machinery not ordered out yet.
Mandvi Spinning and Weaving Co.	July 29 1874.....	6,00,000	25,000	None	
Coorla Spinning and Weaving Co.	July 14 1874.....	8,00,000	25,000	300	
Mazagon Spinning and Weaving Company	August 20 1874	10,00,000	30,000	300	
Elphinstone Spinning and Weaving Company	January 28 1874	8,00,000	20,000	200	Shares partly subscribed.
Anglo-Indian Spinning & Manufacturing Company.	November 4 1874.....	30,00,000	...	...	
Total Rs.		1,63,50,000	3,18,700	2,650	

New Mills in Contemplation and in course of Completion Up-country.

Names of Mills and Localities.	Date of Formation.	Capital.	Spindles.	Looms.	Remarks.
Surat.					
Goolam Baba Spinning and Weaving Co., Ld	May 14 1874.....	6,00,000	20,000	100	
Madras.					
Madras Spinning and Weaving Co , Limited.	August 18 1873	3 75 000	15,000	None	
Madras United Spinning & Weaving Co., Ld.	December 22 1873 ...	3 50,000	12,000	...	
Sholapore.					
Sholapore Spinning and Weaving Co.	December 10 1874 ...	5,00,000	...	...	
Hydrabad (Deccan.)					
Hydrabad (Deccan) Spinning & Weaving Co	February 25 1875.....	7,00,000	20,000	125	
Oomrawuttee.					
Oomrawuttee Cotton Mills Co.	July 4 1874	10,00,000	30,000	300	
Nagpore.					
Central India Spinning and Weaving Co. ...	September 5 1874.....	12,50,000	30,000	500	
Neriad.					
Neriad Spinning and Weaving Co.	October 24 1874	4 00,000	10,000	None	
Total Rs.	.....	51,75,000	1,37,000	1,025	

A RETROSPECTIVE GLANCE AT THE PROGRESS OF THE IMPORT TRADE OF PIECE-GOODS AND YARNS INTO THE THREE PRESIDENCIES SINCE 1849.

STATEMENT of Imports of Piece-Goods (Grey, Bleached Coloured, and Printed) and of Yarns (Grey and Dyed) into Bombay, Calcutta, and Madras, from the year 1849 *to* 1873, *both inclusive.*

Year.	Piece-Goods.			Yarns.		
	Bombay.	Calcutta.	Madras.	Bombay.	Calcutta.	Madras.
	Yards.	Yards.	Yards.	lbs.	lbs.	lbs.
1849.....	120,392,330	132,889,901	.....	5,438,155	16,079,246	...
1850.....	105,422,734	153,627,635	5,228,970	4,374,699	13,076,530	1,289,835
1851.....	116,351,747	213,757,312	3,712,729	6,384,321	18,281,592	1,289,835
1852.....	113,567,856	163,951,027	3,731,934	5,681,870	13,946,539	1,503,000
1853.....	130,838,032	172,093,878	8,038,050	6,849,463	15,350,537	2,068,994
1854.....	192,200,419	271,208,527	8,695,054	7,668,093	15,650,107	1,946,584
1855.....	128,193,027	256,009,194	6,542,924	7,447,529	16,901,310	2,107,969
1856.....	130,459,853	275,016,345	4,517,561	4,559,670	15,124,557	1,923,999
1857 ...	137,761,636	236,190,273	9,375,347	2,838,644	10,691,863	2,370,741
1858.....	281,836,364	416,362,074	15,431,647	8,744,517	18,369,490	4,030,325
1859.....	307,086,509	520,899,016	20,425,632	12,899,875	20,043,485	5,741,441
1860.....	267,443,986	403,351,123	20,648,072	4,571,134	16,641,847	5,656,930
1861	272,573,717	418,671,687	14,628,188	5,578,828	13,938,256	3,694,985
1862.....	178,803,604	295,508,637	9,748,215	4,811,384	9,594,896	1,675,239
1863	232,321,038	234,645,916	16,352,677	5,592,995	10,394,931	3,702,562
1864	189,812,984	223,036,538	14,787,062	4,268,662	8,742,699	3,447,635
1865	175,486,677	319,047,954	17,291,103	4,073,811	6,981,809	2,232,948
1866	243,476,368	351,572,331	22,981;805	6,877,968	10,795,517	4,629,986
1867	316,784,109	528,434,956	23,258,498	6,568,649	13,006,019	4,684,638
1868	355,337,050	619,101,683	31,793,397	7,780,303	13,136,453	6,873,396
1869..	296,158,439	518,741,346	29,683,469	7,931,949	11,858,210	7,773,638
1870 ...	272,898,226	687,639,911	45,750,099	9,946,299	16,816,936	8,649,598
1871.....	305,416,233	684,926,367	47,500,133	6,097,531	12,041,848	6,876,841
1872	262,849,273	657,123,291	48,177,871	6,163,813	11,490,636	8,619,040
1873.....	349,031,830	664,987,114	57,666,809	8,667,090	11,192,248	8,918,841

STATEMENT showing the average progressive Annual Rate of Increase in the Import Trade of Piece-Goods and Yarns into Bombay, Calcutta, and Madras from 1849 *to* 1873.

Years.	Increase or Decrease.	Piece-Goods.			Increase or Decrease.	Yarns.			Remarks.
		Bombay.	Calcutta.	Madras.		Bombay.	Calcutta.	Madras.	
		per ct.	per ct.	per ct.		per ct.	per ct.	per ct.	
1849-60	Increase.	12	15	21	Increase.	13½	3¼	16½	
1849-64	Do.	7½	7½	16	Do.	10	*¼	14	* Decrease.
1849-68	Do.	10	12½	13	Do.	12	2¼	17	
1849-73	Do.	8	10	15	Do.	10½	2	19	

RAILWAY COMMUNICATION.

Number of Miles open for Traffic in each Presidency.

Bombay—

Number of Miles open for Traffic at the close of		1860	332
Do.	Do.	1864	1041½
Do.	Do.	1868	1289½
Do.	Do.	1873	1878¾

Calcutta—

Number of Miles open for Traffic at the close of		1860	367
Do.	Do.	1864	1271
Do.	Do.	1868	1863¾
Do.	Do.	1873	2948¾

Madras—

Number of Miles open for Traffic at the close of		1860	136
Do.	Do.	1864	650
Do.	Do.	1868	864½
Do.	Do.	1873	1044½

The Railway communication open in Bombay, Calcutta, and Madras, respectively, at the close of 1873, is composed of the following lines:—

Under the head Bombay are included—

Great Indian Peninsula	1278¼	Miles.
Bombay, Baroda, and Central India	406½	
Scinde	111	
Indore to Khandwa (Holkar's)	33	
Patree Branch of B. B. & C. I.	22	
Wurda Valley	15	
Khangaum	7½	
Oomrawuttee	5½	
		1878¾

Under the head Calcutta are included—

East Indian (including to Jubbulpore)	1503¾	
Punjab and Delhi	565	
Eastern Bengal	158½	
Oude and Rohilcund	523	
Nulhatee	27½	
Calcutta and South-Eastern	28	
Rajpootana	90	
Tirhoot	53	
		2948¾

Under the head Madras are included—

Madras	857¾	
Carnatic	18½	
Great Southern of India	168	
		1044½
		5872

From the foregoing statement of the average progressive annual rate of increase, it will be remarked that in reviewing

cursorily the import trade of the three Presidencies, the period of 25 years has been divided into four parts. The first division of 12 years embraces the period in which the primitive method of carrying goods into the interior was employed with the exception of 835 miles of Railway, opened between 1853 and 1860, in all the three Presidencies. During this period values of imports generally ruled at their normal level. Important Government financial operations were also effected by converting loans bearing high interest into loans bearing low interest, and subsequently, but immediately thereafter, opening new loans at higher rates of interest, which caused some dissatisfaction and disorganization of trade. Among other events which had an adverse influence on the trade, may be mentioned the Persian war, which affected the export of goods to Persia; and the Mutiny, which disturbed the tranquillity of the country. The production by hand-looms was very extensive owing to the low value of cotton, fluctuations in the price of cotton ranging from Rs. 65 to Rs. 140 per candy, with the exception of 1857, in which it reached Rs. 175 for a few months only. And in 1859, the Government, in order to cope with its financial difficulties, vastly increased the customs duties on many articles of import of British manufacture. But labour and provisions were cheap, the seed trade derived an impetus from the breaking out of the Russian war, and the values of articles of export generally stood at their normal level.

The second epoch of thirteen years ending 1873 is divided into three periods—two of four years each, and one of five years, making, from the starting year 1849, periods of 16, 20, and 25 years. During the sixteen years ending 1864, the average progressive annual increase which stood up to 1860 at twelve per cent. declined to 7½ per cent.—the effect of abnormal values ruling here for imported goods, consequent on the abnormal value cotton attained, owing to the American civil war, which commenced in 1861, and terminated in April 1865, notwithstanding the enormous influx of bullion which set in, in consequence, in these years, and the extraordinary rise which occurred in prices and in labour. Taking the *pros* and *cons* of the period into account, including the extraordinary extension in railways, which had increased to 2,962½

miles, and the immense falling-off in the local production of the hand-made goods, the decline in the average progressive annual increase seems somewhat unaccountable. The rise in the price of food was counteracted by the rise in wages, and by the enormously increased value of exports. The abnormal value of goods should have been balanced by the influx of bullion, by the diminution of the local production of goods, and by the greatly increased extension of railways and of important irrigation works.

In the remaining two periods ending 1868 and 1873, although the great extension of railways and of irrigation works had continued steadily, the annual average progressive increase was limited. Against the increased production of the local mills during these two periods, the return to normal values of imports generally, and of food especially, may be set down; and with the continued extension of railways which in 1873 rose to 5,872 miles open, and of important irrigation works, the annual progressive increase should have kept pace with that of the preceding period ending 1860. Had the annual progressive increase to Bombay, Calcutta, and Madras continued, the imports to the three Presidencies would in 1873 have stood thus:—Bombay 1,166,989,969, Calcutta 2,482,192,622, and Madras 246,087,346 yards of Piece Goods, and Bombay 23,727,039, Calcutta 26,856,319, and Madras 42,041,133 lbs. of Yarns, instead of Bombay 349,031,830, Calcutta 664,987,114, and Madras 57,666,809 yards of Piece Goods, and Bombay 8.667,090, Calcutta 11,192,248, and Madras 8,918,841 lbs. of Yarns, respectively. During the twenty-five years under review, exports progressively increased. The population of British India rose from 124 millions in 1855 to 143 millions in 1861, and to 190 millions in 1871.* Education and enlightenment were diffused among the masses. Through telegraphic communication with Europe and China was established; and the Suez Canal was opened. In this period famines have occurred in India, which were the only causes that operated seriously in checking the consumption of goods.

* No Census for the whole of British India was, however, taken previous to 1871.

APPENDIX C.

—:o:—

BOMBAY PORT TRUST.

Extract from Administration Report to 31st March 1874, dated 2nd July 1874.

"From the foregoing remarks it will be apparent that "the anticipations of Government, that they were starting "the Trust with an income not far from sufficient to meet "its expenditure, including interest on the capital debt, are "not likely to be realized. In view of this, two courses "were proposed to the Trustees,—one, to ask Government "to remit a portion of the interest due; the other, to ask "them to take over the Elphinstone Land Estate at cost "price. It was estimated that the saving of interest that "would be effected by the adoption of the latter course, "would restore an equilibrium to the finances of the "Trust.

"The Trustees favoured the former proposal, and request-"ed Government to remit £16,000 of interest per annum; "but they have intimated their acquiescence in the cession "of the Elphinstone Land Estate, if that step should appear "preferable to Government, and they understand that His "Excellency has recommended to the Government of India, "the resumption of the Land Estate.

"In conclusion, the Trustees would point out that, of the "items which form their revenue, more than three lakhs are "raised by imposing fees on Bunders and other landing-"places formerly free, and by appropriating that portion of "the Port-dues which used to form the free income of the "Port. To impose any further burdens on trade would be "contrary to the desire of the Government of Bombay and "the Government of India as expressed in the correspon-"dence published three years ago. The Trustees have not "yet received intimation of the manner in which the Go-"vernment of India propose to relieve their finances, but "they confidently anticipate a favourable reply to their re-"presentations at an early date."

STATEMENT of Capital Debt Account of Port Trust, referred to in Section XLIX. of Bombay Port Trust Act, as at 31st March 1874. Appended to the Administration Report

	Rs.	a	p	Rs.	a.	p
Elphinstone E-tate	1,97,26 654	0	5			
Mody Bay Reclamation, par of Frere Road.....	30,59,088	1	2			
Apollo Bay Reclamati n	14,46 604	13	9			
Wellington Reclamation	3,04 831	6	6			
Apollo Pier	4,28 691	7	6			
Tank Bunder	182	0	0			
Customs Bonded Warehouse.	5,75 165	0	0			
Kussara Bunder.....	5,285	0	0			
Saw Mill Property, Tar Bunder.....	41,189	14	4			
Interest Account	6,17,638	9	4			
				2 62,05,330	5	0

	Rs	a.	p.	Rs.	a.	p.
Capital bearing Interest....	2,11,71,572	4	7			
Capital *not bearing Interest* and *not repayble to Government*.....	41,89,079	5	11			
Capital *not bearing Interest* but *to be repaid to Government*.....	8,44,678	10	6			
				2,62,05,330	5	0

NEW WORKS AND ENGI

STATEMENT of Expenditure and Income of the Trustees from 26th June 1873 to

Expenditure.	Amount.		
	Rs.	a.	p.
Preparing Mody Bunder for Traffic	6	10	8
Roads on Mody Bay	1	2	8
New Custom House, Carnac Bunder	4,309	4	5
Altering Fence, Carnac Bunder	549	13	4
Nicol Bunder Shed	476	9	4
Removal of Rocks in Carnac Basin	1,764	14	9
Repairs to, and maintenance of, Plant and Machinery	339	10	3
Repairs to, and maintenance of, Workshops	2,410	7	7
Repairs to, and maintenance of, Flotilla	5,282	2	4
Police watching Stores, &c.	1,317	6	3
Engineering	41,922	10	11
Mody Bay Imperial Estate	120	0	7
Miscellaneous Capital	18	7	6
Stores Purchases, &c.	44,459	1	9
Value of Stores and Plant sold	50,492	4	2
Balance in New Bank of Bombay	38,472	13	8
Total Rs. ..	1,91,033	13	11

NEERING STAFF.

31*st March* 1874, *prepared in pursuance of Section LVI. of Bombay Port Trust Act.*

Receipts.	Total.
	Rs. n. p.
Mody Bay Sheds and Workshops—Stores returned	56 1 9
Deposit Account	200 0 0
Unclaimed Wages	70 1 6
Light House S. W. Prong—Unexpended Balance of Receipts	214 14 8
Hire of Plant and Machinery	812 8 0
Elephanta Works	272 8 0
Profit on Sale of Stores	11,521 8 2
Receipts for Stores and Materials sold	59,210 1 7
Stores Issues—Value of Stores and Materials issued, &c.	78,796 14 10
Flotilla, Mody Bay	13,017 10 3
Flotilla, Elphinstone Estate	2,000 0 0
Temporary Works (transfer from Revenue)	13,850 1 0
Landing Contracts—Amounts to be paid to the Sub-Contractor ..	3,977 3 10
Baggage Shed—Unexpended Balance of Receipts	34 4 4
	1,01,033 13 11

SEC

STATEMENT of Expenditure and Income from the various Bunder Proper

Expenditure.	——	Amount.	Total.
ESTABLISHMENT.	Rs. a. p.	Rs. a. p.	Rs. a. p.
General Traffic Manager and Staff, and Establishment at various Bunders, &c.		50,501 10 11	
Repairs to, and maintenance of, Sheds and Godowns, Elphinstone Estate		12,613 12 4	
Repairs to, and maintenance of, Town Custom House Bunder ...		3,993 6 2	
Repairs to, and maintenance of, Cranes		4,860 2 2	
Municipal Taxes	28,219 2 10		
Municipal Water Rate, Elphinstone Estate	925 0 0		
Municipal Taxes for Water supplied to Native Craft	37 8 10		
Municipal Taxes for Water supplied to Apollo Bay Reclamation	84 12 8	29,266 8 4	
Transfer from Capital Expenditure of proportion of cost of Temporary Sheds, Sidings, Fencing on Elphinstone Estate, &c., prior to 30th April 1870 ...		13,850 1 0	
Printing, Stationery, and Miscellaneous Charges at the Elphinstone Estate and other Bunders		3,287 8 6	
Expenses working Barges and Repairs		2,484 8 10	
Engineering Establishment chargeable to Revenue ...		7,725 12 11	
Customs Bonded Warehouse ...		6,096 4 8	
Wages of Staff employed in collecting Town Duties ...		6,158 4 6	
Temporary Timber Slope and Piles		865 14 3	
Compensation for Damages ...		1,071 0 0	
Raising Floor of Nicol Bunder Shed ...		1,683 13 8	
Removing Goods deposited on site of New Sheds ...		75 0 0	
Temporary extension of Frere Road		1,145 6 4	
Constructing Chowkey on Musjid Bunder		115 0 2	
			1,45,794 2 9
Carried over			1,45,794 2 9

TION I.

ties made over to the Trustees, from 26th June 1873 to 31st March 1874.

Receipts.	——	Amount.	Total.
	Rs. a. p.	Rs. a. p.	Rs. a. p.
Elphinstone Estate, including Fee from Troops	4,56,806 13 8		
Town Custom House Bunder ..	1,15,908 9 11		
Mody Bay Estate	15,478 10 9		
Apollo Bay Reclamation ..	18,901 8 3		
Apollo Bunder...	8,389 4 3		
Tank Bunder	13,186 13 7		
Boree Bunder	6,324 4 2		
Mazagon Bunder	2,504 1 0		
Chowpatty Bunder	1,503 11 3		
Colaba Bunder...	498 2 9		
Sewree Bunder	2,239 3 10		
Mahim and Worlee Foreshores...	4,149 8 6		
		6,45,890 11 11	
Customs Bonded Warehouse ...		13,841 10 0	
Vehar Water sold to Native Craft.		595 13 4	
Collecting Town Duty		7,692 3 6	
Maintenance of, and repairs to, Government Troop Sidings ...		634 14 11	
			6,68,655 5 8
Carried over			6,68,655 5 8

SEC

STATEMENT of Expenditure and Income in connection with

Expenditure.	——	Amount.	Total.
	Rs. a. p.	Rs. a. p.	Rs. a. p.
Brought forward Section I....			1,45,794 2 9
Master Attendant Office, &c. ...		26,159 11 4	
Granting Licences to Passenger Boats		442 0 0	
Collecting Port Dues ...		1,897 12 11	
Outer Light Vessel "Bombay" ...		7,515 11 9	
Inner Light Vessel "Colaba" ...		2,502 6 1	
Kennery Light House		4,086 7 8	
Colaba Light House		2,505 4 1	
Dolphin Rock Light House ..		1,186 13 5	
Signal Officer's Salary		1,410 0 0	
House Repairs		191 9 8	
Colaba Signal Station		730 0 7	
Central Hill Signal Station ...		309 10 0	
Castle Flag Staff Signal Station..		265 2 7	
Time Ball Tower		2,384 10 5	
Water-supply to Shipping ...		8,986 11 1	
Anchor Hoy "Grappler" ..		1,595 6 1	
Conservators Boat		2,099 10 2	
"Prong" Life Boat		89 2 2	
Kennery Life Boat		1,032 9 7	
Buoys and Beacons		387 14 2	
Apollo Bunder...		218 10 0	
Mazagon Bunder –Repairs ...		396 1 2	
Pilot Bunder—Colaba ...		2,674 13 2	
Pensions—Amount paid ..		2,043 4 9	
Removal of Wrecks		393 12 11	
Probationary Pilot's Pay ...	1,237 0 8		
Look-out Man	232 0 0		
Cutter—Wages of	1,112 0 0		
Do. Stores for	34 10 10		
Do. Repairs of	284 13 0		
		2,900 8 6	
Pilot's Pay, and maintenance of Pilot Schooners		40,702 11 1	
			1,15,138 7 4
Carried over ...			2,60,932 10 1

TION II.

Harbour Property, from 1st July 1873 to 31st March 1874.

Receipts.	—	Amount.	Total.
	Rs. a. p.	Rs. a. p.	Rs. a. p.
Brought forward Section I....			6,68,655 5 8
Port Dues		94,665 3 0	
Measuring Fees		2,186 0 0	
Licences to Passengers' Boats ..		288 8 0	
Water-supply to Shipping ...		20,487 8 2	
Deduction on account of Peon's Clothing		0 9 3	
Salvage..		41 0 0	
Sale proceeds of Goods washed ashore		110 14 0	
Sale proceeds of condemned Stores		331 7 3	
Earnings of the Anchor Hoy "Grappler"		185 0 0	
Rent of Bunkshall		40 0 0	
Pilotage Fees		65,240 0 0	
Transporting Fees			
Pilots' Attendance			1,83,576 1 8
Carried over			8,52,231 7 4

SEC

General

—	—	Amount.	Total.
	Rs. a. p.	Rs. a. p.	Rs. a. p.
Brought forward Secs. I. & II.			2,60,932 10 1
Chairman's Salary	2,520 0 0		
Trustees' Fees	6,840 0 0		
		9,360 0 0	
Secretary's Establishment .		17,407 0 0	
Law Expenses		262 8 0	
Office Rent		2,437 0 0	
Office Furniture		864 4 0	
Books, Stationery, and Printing..		1,8:6 0 4	
Inspection of Lights and Light Houses		496 8 10	
			32,643 5 2
Carried down			2,93,575 15 3

SEC

Re

—	—	Amount	Total
	Rs. a. p.	Rs. a. p.	Rs a. p.
Brought down Secs. I, II, & III			293,575 15 3
Rent of Clare & Carnac Bunders.		65,:56 11 9	
Do. of Elphinstone Bunder .		5,115 7 9	
Do. of Setna Cruz		5,716 10 8	
			76,188 14 2
			3,69,764 13 5
Balance available for Payment of Interest			4,82,466 9 11
		Grand Total Rs...	8,52,231 7 4

N.B.—The amount required to pay Interest is Rs. 6, 7,926-1-2.

TION III.

Charges.

—	—	—	Total.
			Rs. a. p.
Brought forward Secs. I. & II.			8,52,231 7 4
Carried over			8,52,231 7 4

TION IV.

nts.

—	Total.
	Rs. a. p.
Brought forward Sections I, II, and III.	8,52,231 7 4
Grand Total .. .. Rs. ...	8,52,231 7 4

CHAIRMAN'S BUDGET YEAR TO 31ST MARCH 1875.

INTRODUCTION.

When considering the Budget for 1874-75, I believe that the Trustees will have little difficulty in accepting the items of income and expenditure which have been entered, because these are framed on the principles which the Trustees have themselves laid down; and, in scrutinizing the details, they will find that they are dealing with matters which have been already carefully considered, both by committees and by the Trustees in a body at their ordinary meetings.

It must be apparent to the Trustees, from the experience which they now have of the various sources of revenue, that the wharfage fees, and ground and warehouse rent, are most unlikely to show any rapid increase; on the contrary, they rather indicate a tendency to fall off, in sympathy with the general decline in value of the trade of Bombay.

The principal source of revenue is from wharfage fees, and this has been a subject of special consideration by a committee. It was found that these fees press heavily on certain articles of ordinary use, such as building materials and firewood, and a reduction was recommended. The committee also recommended that the rates should be reduced on goods landed on the foreshore where no bunder accommodation has been furnished, and where the right to use the shore has been enjoyed heretofore—*i.e.*, before the Bunder Fees' Act of 1870—without cost. The committee further reported that "the special case of the fishermen at Worlee has had careful attention, and your committee, after looking at the facts that these fishermen had enjoyed the right of using the foreshore without charge from time immemorial, and that no improvement had been made or facility offered to compensate for the fee levied, decided to reduce the fee on fish and fishing-boats by one-half at all the foreshores and Bunders." The committee endeavoured to equalise the loss of revenue from these reductions by an increase on the wharfage fees of the more valuable articles of commerce, with what success remains to be seen, for the new tariff has not yet been brought into force. The competition of the private wharves places a limit on the power of the Trustees to raise the rates at those Bunders where the foreign trade is carried on.

Ground-rent comes next to wharfage fees as a source of

income. The area of land let tends to increase, and, it may fairly be expected, will continue to do so, owing to the advantages which the position of the landed estate offers for commercial purposes. The tenants, however, have urged for a decrease of their rent, and the Trustees have, in some cases, been obliged to comply with the request.

The value of the landed estate has hitherto disappointed the expectations which were formed regarding it. This is partly owing to the circumstance that trade, instead of expanding and demanding increased accommodation, has shrunk within its former limits. It cannot be expected that merchants will lease or buy land for building purposes on the Elphinstone Estate, while they can rent the best offices and warehouses in excellent business sites for half the rates prevalent a few years ago.

It is to be hoped, however, that portions of the Port Trust land may, in time, be sold for the erection of dwelling-houses, shops, factories, and warehouses. The ground-rent at present is chiefly derived from wood, iron, building materials, and other articles which lie in the open air. Our energetic Traffic Manager utilises it to the best of his ability, and to part with any land for the last-named purposes would but slightly benefit the Trust. It would merely turn tenants into owners. Offers to purchase at fair prices, however, will not be refused.

Another reason why land on the Elphinstone Estate has not been more readily saleable, may be found in the fact that Government have for some years been granting building sites on the Esplanade. Formerly, and up to a period subsequent to the commencement of the Elphinstone Reclamation, the Fort was surrounded by ramparts, and the ramparts overlooked an esplanade, on which no masonry buildings were permitted that could interfere with the free range of the guns. In 1864 the ramparts were thrown down, and many new structures have been raised both on the site of the fortifications and the Esplande.

Palatial public and private offices, colleges and schools, hospitals, hotels and private dwelling-houses, a railway station and a depôt for telegraph stores, have been located on an area which was once jealously guarded from encroachment by the military authorities. So long as land in such a

favourable locality is freely indented on for building purposes, no great expansion of the town, even in prosperous times, can be looked for towards the Elphinstone Estate.

In the Budget submitted to the Board in August last for the nine months ending April 1st, there was an estimated deficit of Rs. 73,500. The Trustees considered that it was undesirable to raise the Port-dues in order to cover the deficit, and this course has not met with the disapproval of Government. The estimate of revenue from the dock and land estate was based on the average of previous years, but the returns for 1873-74 do not promise to be higher than those for 1872-73, which showed a falling-off from 1871-72 of Rs. 54,000.

The estimated receipts for the ensuing year amount to Rs. 13,79,513, and the expenditure to Rs. 15,53,963, leaving a deficit of Rs. 1,74,450.

As there is, under present circumstances, no prospect of raising a sufficient income from wharfage, fees and ground-rent, or other fees which are paid voluntarily, to cover ordinary expenditure, and meet the interest on debt, it becomes necessary to consider what course should be pursued. It is well understood that neither the Government of India nor the Government of Bombay desire to press the Trustees into any premature action, but some expression of our views may probably be expected.

We might, in the first place, request the Government to relieve us of a portion of the Port Trust debt, and the best arrangement would seem to be that forty lakhs of interest-paying debt should be transferred to the non-interest-paying capital account, and that one-half the proceeds of land sales should be applied to liquidate this amount.

The Trustees have several courses to consider by which to obtain a better revenue. The competition of private wharves limits their range of wharfage fees, but they might arrange with the owners of private wharves to maintain a certain rate of fees on all goods. There are great difficulties in such a course, and the public would have to pay the increased rates both to the Trustees and to the wharfingers. The Port Trust might also buy up the harbour foreshore and wharves—a course which finds favour in well-informed quarters. This would include the Sassoon Dock, now approaching comple-

tion; and there is no reason why the Trustees should not purchase a ready-made dock, as well as carry out their proposal to build a new one, if the Sassoon Dock is found to answer, and the terms could be agreed upon. There are, however, obvious difficulties in the way of buying up the foreshore independent of the disinclination which Government might have to a further large expenditure of capital. It may also be doubted whether the owners of land behind the foreshore would desire to see it all placed under one body who could divert traffic at their pleasure, and raise or lower the value of the adjoining property.

Both the above measures are of a nature, if they should ever be seriously entertained, to render it desirable for the Trustees to acquire more experience before dealing with them.

The method as provided by law for raising additional income by a compulsory tax, is to increase the Port-dues on shipping. The ship-owners might argue with considerable justice against such an increase, on the ground that the Port-dues, amounting to one lakh and forty thousand rupees, already provide for all the expenditure on the conservancy and lighting of the harbour, and leave a balance of about forty thousand rupees, which goes to meet the interest of the Port Trust debt. Before the passing of the Port Trust Act, this balance of income over expenditure was available under the direction of the Harbour and Pilotage Board for general improvements. It was, in fact, the free income of the Port, a matter which should not be lost sight of in making any representation of our affairs to Government.

The ship-owners can meet an increase of the Port dues by charging higher freights on merchandize, but they would no doubt prefer that the tax should fall on the merchandize direct, for the benefit of which, rather than of the shipping, the Elphinstone property, with its commodious frontage, was purchased. Such a tax would be quite distinct from wharfage fees; and a mere fraction per cent. on value would suffice to enable the Trustees to adjust the burdens on trade more equitably than at present, as they still fall somewhat heavily on the articles of large bulk and small value which pass over the foreshore.

The Clyde Trustees raise their income by taxing all water-

borne goods; and that the Government of India originally intended to give the Trustees similar powers, is evident from the following extract from the proposed terms for the purchase by Government of the estate and rights of the Elphinstone Land Company at Bombay as laid down by the Government of India:—

"The Trustees shall be authorised and required to levy such rates on the shipping entering the Port of Bombay, or on goods landed and shipped there, as shall, in addition to the warfage fees, rents, and other income of the Board, and after paying all necessary charges, suffice to meet interest due to Government."—(See page 42, Report of Chamber of Commerce for 1871-72.)

There may be good arguments against levying compulsory fees either on the shipping or merchandize; but if it becomes necessary to raise an income in such a manner, it is right that the Trustees, who have power to impose additional Port-dues on the shipping, should have the power of imposing dues on water-borne goods instead, if they prefer that method of raising an income.

It is desirable that an equilibrium should be effected between the income and expenditure of the Port Trust at no distant date. Until this is done, it will be difficult for the Trustees and their officers to take a broad view of the interests of the Port, and to welcome the introduction by private enterprize of increased facilities to trade at all parts of the harbour, without concerning themselves too much about the effects of such improvements on the value of the Port Trust property, which, so long as moderate wharfage fees are charged, is too favourably situated for the landing of most kinds of goods, to be much affected by any rivalry.

J. A. BALLARD, Chairman.

MEMORANDUM REGARDING BUDGET ENTRIES.

CAPITAL ACCOUNT.

The capital account includes the sums required to finish the grain sheds at Musjid Bunder, the garbling warehouse at Carnac Bunder, and the extension of the Frere Road through Mody Bay Estate. A sum of Rs. 25,000 has also been en-

tered for the preparation of Mody Bunder for traffic. These were in the last Budget and sanctioned by the Trustees, but the requisite funds have not yet been lent by Government.

It may be necessary to make improvements to the roads and drains of the Mody Bay Estate near the Mint. Some applications for land in that neighbourhood have been received, and the Commissariat Department may possibly take up a considerable area. Rs. 10,000 has been provided for this purpose.

The removal of rocks at the head of Carnac Basin has been already sanctioned at an estimated coast of Rs. 10,000.

The Engineering Establishment has been placed at the same figure as last year. The anticipated construction of docks has rendered the Trustees unwilling to make alterations, but the matter has been under consideration by a committee, whose report has been received since the preparation of the Budget was commenced.

An arrangement has been made with the Municipality, subject to confirmation by the Trustees, whereby the roads and drains on the Elphinstone Estate will be made over to the corporation and maintained by them from 1st April next. These roads and drains are not quite completed. An estimate of the cost of what remains to be done will be furnished by the Municipality, and the Trustees will have the option either of paying the amount or of performing the work themselves. Provision for an expenditure of Rs. 5,000 on this account has been made in the Budget under the head of new works. The Estate will, in the meantime, be partially lighted by the Municipality, who will also pay for the lighting of the Apollo or Mazagon Bunders.

By this arrangement the Trustees have, on the one hand, to give up the toll hitherto levied on carts passing the overbridges amounting to over Rs. 14,000 per annum; and, on the other hand, they will be saved the cost of repairing the roads, estimated at Rs. 9,000 per annum; and the payments for lighting the Apollo and Mazagon Bunders made by the late Harbour Board, amounting to Rs. 5,640 per annum, will definitely cease.

The sum of Rs. 1,92,439, which has been added to the

Captital Account during the present year, is made up as follows :—

Estimated deficit in Trustees' Budget for 1873-74.....Rs.		73,500
„ Excess of Expenditure on Engineering and new works over receipts from sale of stores		28,700
„ Deficit in receipts from Bunder properties...Rs.	*80,320	
Add additional expenditure sanctioned subsequent to the passing of the Budget for 1873-74.....	4,010	
Rs....	84,330	
Estimated saving in payments on account of Bunder properties	6,200	
		78,130
„ Deficit in receipts from Port-dues, Pilotage and Harbour properties.....Rs.	38 435	
„ Saving in payments on account of do.....	22,386	
		16,099
Rs.....		1,96,429
Estimated saving in payments on account of general charges and interest.....		3,990
Rs.....		1,92,439

REVENUE ACCOUNT.

A reduction in the charges for establishment has been effected in accordance with the Trustees' resolutions on the report of the Establishment Committee. The Storekeeper, whose pay has hitherto been debited to works, is entered on the permanent staff at Rs. 200 according to the Trustees' resolution of January 15th.

The Traffic Manager has represented that a steam launch is much required by his Department for visiting the various wharves, and for the business connected with his landing contracts ; a sum of Rs. 5,500 has been entered on this account. The estimates for stores and repairs are based on the average of previous years. The sum of Rs. 12,352 has been entered for placing permanent beacons instead of buoys on the South Butcher's Spit, and on the Shoal to the east of Elephhanta as sanctioned by the Trustees in resolution No. 105.

The revenue is calculated generally on the returns of

* The deficit in revenue will not probably exceed Rs. 56,000, but there may be a difficulty in recovering some of the outstandings till next year.

the three previous years. The following alterations are made :—

ELPHINSTONE ESTATE.

DECREASE.

	Rs.	Rs.
From reduced Wharfage and Tonnage Fees	25 000	
„ Rents on Grain Sheds	10,000	
„ Decrease in Wharfage Fee from non-importation of Grain from Calcutta	15,000	
„ New arrangement in respect to Railway Sidings	10,000	
„ Warehouse Rents. (These, it is expected, will not be well occupied owing to the non-importation of Grain from Calcutta)	7,000	
„ Reduction in Fee on Coasting Boats	3,000	
		70,000

INCREASE.

From Exports of Grain and Seeds to England and Continental Ports	3,000	
„ Rents and Fees on Coal	2,000	
„ Timber	9,000	
		14,000
Total Decrease		56,000

BOREE BUNDER.

DECREASE.

From reduced rates—Passengers using Carnac Bunder as the place of embarkation, and Fees on head-loads being abolished	3,000
Decrease	3,000

TANK AND KUSSARA BUNDERS.

INCREASE.

From Rents and increased Import of Timber	3,300

TOWN CUSTOM HOUSE.

INCREASE.

	Rs.	
From increased rate on Opium	21,347	
„ „ Spices	3 000	
„ „ Silk	2,000	
„ „ Gums	1 600	
„ increase in Piece-Goods	1,000	
		28 947

DECREASE.

From reduction in Fees on Piece-Goods	4 000	
„ „ „ on Spirits	3,000	
		7,000
Total Increase		21,947

APOLLO RECLAMATION.

INCREASE.

	Rs.	Rs.
From increased Wharfage Fee on Cotton.....	1,000	
		1,000

DECREASE.

From Rents due to reduction from Re. 1 to Annas 12 per square-yard.....	6,000	
		6,000
Total Decrease....		5 000

APOLLO BUNDER.

INCREASE.

From Rents derived from the Wellington Reclamation..	3,600
„ increased rental of Apollo Refreshment Rooms..	900
„ „ „ Post Office Stables	448
Rs.....	4.948

The revenues from the Mazagon and Colaba Bunders are estimated at the same rate as last year. On the outlying foreshore Bunders there is an estimated decrease of Rs. 10,000, owing to the reduction of landing and tonnage fees to one-half their former rates.

The Port-dues and pilotage fees are the same as the actuals for 1872-73, which is considered a more safe figure than the average of previous years.

The share of pilotage fees accruing to the Trustees amounts to Rs. 19,715. This share was intended by the Harbour and Pilotage Board to form a fund for the replacement of pilot schooners, and the Trustees may consider that it ought to be credited to Capital Account.

SUMMARY.

Estimate of Receipts and Expenditure on Revenue Accounts in year to 31st March 1875.

RECEIPTS.

		Rs.	a.	p.
1.	From Bunder Properties, as per Part II. Section I. of Budget	10,88,876	0	0
2.	„ Port Dues, Pilotage Fees, and other Harbour Earnings, as per Part II. Section II. of Budget	2,75,371	8	0
3.	„ Rent of Government Properties on the foreshore, as per Schedule E of Port Trust Act..	15,265	10	5
	Rs.	13,79,513	2	5

EXPENDITURE.

1.	On Bunder Properties, as per Part II. Section I. of Budget	2,02,443	8	0
2.	„ Harbour Property, Light Ships, Light Houses, Pilotage, &c., as per Part II. Section II. of Budget	2,26,608	10	2
3.	„ General Charges, as per Part II. Section III. of Budget	52,196	0	0
4.	„ Rents, and on Interest payable to Government, as per Part II. Section IV. of Budget	9,83,745	7	0
		Rs. 15,53,968	9	2

Deficit—Rs. 1,74,450.

ESTIMATE of Expenditure and Income of the Trustees for 1874-75,

PART

NEW WORKS AND

EXPENDITURE.

No. of detailed Statement.	Description of Work.	Amount sanctioned by Government prior to Formation of Port Trust.	Amount expended.	Estimate of Expenditure for Year 1874-75.
		Rs.	Rs.	Rs. a.
	Grain Sheds, Musjid Bunder ...	2,13,779	27,439	1,86,340 0
	Garbling Warehouse, Carnac Bunder	48,510	11,551	36,959 0
	Preparing Mody Bunder for Traffic, estimate of balance of work Rs. 44,156	78,240	34,084	25,000 0
	Extension of Frere Road through Mody Bay Estate	1,15,448	36,317	79,131 0
	*Completion of Roads on Elphinstone Estate	.....	.....	5,000 0
	Roads, Drains, &c., on Mody Bay Estate, near Mint, estimate of Work Rs. 1,34,338	.....	.....	10,000 0
	Removal of Rocks at head of Carnac Basin	.....	.....	10,000 0
	Repairs to and Maintenance of Plant and Machinery	.....	.....	1,200 0
	Repairs to and Maintenance of Workshops	.....	.....	4,700 0
	Repairs to and Maintenance of Flotilla	.....	.....	15,350 0
	Police Watching Stores, &c. ...	.....	.....	1,692 0
1	Engineering Staff and Stationery, &c.	.....	.....	57,605 8
	Total.....Rs.	.....	.....	4,33,337 8

* *N.B.*—The precise sum required for this work cannot be ascertained until the Municipal Officers have estimated what it will cost to complete three roads in a manner satisfactory to them.

prepared in compliance with Section LI. of the Bombay Port Trust Act.

I.

ENGINEERING STAFF.

INCOME.

		Rs.	a.
23 Small Waggons to be sold		3,910	0
14 Old Barges do.		14,000	0
2 Saddle Back Barges do.		8,600	0
Hire of Plant and Machinery...		1,500	0
Do. of Workshops		800	0
Do. of Flotilla		6,000	0
Transfer from Revenue of proportion of cost of Temporary Sheds, &c., chargeable to current year's Revenue		16,698	0
Balance (to be met by loan from Government)		3,81,829	8
Total.....Rs.		4,33,337	8

MARINE DEPARTMENT.—No. 357.

BOMBAY CASTLE, *17th March*, 1874.

Letter from the Secretary to the Bombay Port Trust, No. 1365, dated 27th February 1874.—Submits estimate of expenditure and income of the Trustees for the year 1874-75, together with a copy of the Trustees' Resolution thereon.

RESOLUTION.—The amended Budget which has been approved of by the Trustees declares a considerable deficit at the end of the year, and no proposals are made by the Trustees to meet this condition of affairs. They should be requested to state what measures they are prepared to suggest to restore a proper equilibrium in their financial arrangements.

Colonel,
Secretary to Government.

To the CHAIRMAN, Bombay Port Trust.

MARINE DEPARTMENT.—No. 828.

BOMBAY CASTLE, *26th June*, 1874.

Resolution of the Government of India, in the Public Works Department, No. 401-3-A:G., dated 6th June 1874.

Orders on the Budget-Estimate of the Bombay Port Trust for 1874-75.

Read—

Letter from Secretary to Government of Bombay, No. 494, dated 16th April 1874.

Letter from Secretary to Government of Bombay, No. 643, dated 12th May 1874.

RESOLUTION.—In dealing with the Bombay Port Trust Budget-Estimate for 1874-75 under the heads of Capital and Revenue, the estimate under Capital may first be reviewed.

CAPITAL.

		Rs.
2.	Under this head the estimated expenditure of the year amounts to	4,33,337
	The receipts from sales of tools and plant, hire of machinery, &c., and debits to Revenue aggregate	51,508
	Leaving to be spent.....	3,81,829

3. It is understood that for this amount of Rs. 3,81,829

a loan is required from the State. But in Public Works Department letter No. 47-A.B., dated 4th February 1874, sanction was accorded by the Government of India to an advance of Rs. 3½ lakhs being made to the Port Trust, and, of that amount, the sum of Rs. 3,37,438* would appear, judging by the entries in the present Budget-Estimate, to have remained unspent at the end of 1873-74, in which case the amount for which a loan is required would be only the difference between Rs. 3,81,829 and Rs. 3,37,438, or Rs. 44,391. The Government of India desire to have definite information on this point and to be furnished with a statement, in the form noted in the margin, showing exactly the unspent balance of the loan already sanctioned, and what remains to be sanctioned in case the proposed additional outlay under Capital be agreed to.

* Amounts entered in the Budget-Estimate for 1874-75, as required for works for which the advance of 3½ lakhs was given—

	Rs.
Grain sheds, Musjid Bunder...	1,86,340
Garbling Warehouse, Carnac Bunder ...	36,959
Preparing Moody Bunder for traffic ...	25,000
Extension of Frere Road	79,139
Removal of rocks at head of Carnac Basin	10,000
Rs.	3,37,438

	Rs.	Rs.
Amount sanctioned as loan by the Government of India		3,50,000
Less—	Rs.	
Capital outlay of 1873-74 ...		
Deduct met by receipts ...		
Balance spent from advance ...		
Net advance remaining unspent at end of 1873-74		
Net proposed Capital outlay during 1814-75.		
Balance for which a further advance is requested as follows.		

4. It is observed that, under Capital, the following sums have been provided for Repairs, viz. :—

	Rs.
Repairs and maintenance of plant and machinery ...	1,200
„ „ of workshops...	4,500
„ „ of flotilla	15,850
Total ...	21,550

5. The Government of India would be glad to receive an explanation of the reasons requiring that these charges should be debited to Capital instead of to Revenue.

Revenue.

6. Under this head the estimated receipts and expenses of the year are as follows :—

	Receipts.	Expenses.
	Rs.	Rs.
Bunder properties	10,88,876	2,92,413
Port dues, pilotage fees, and other harbour earnings	2,75,371	2,25,609
Rent of Government properties	15,266	1,29,185
General charges.....	....	62,196
Interest payable to Government.....	....	8,54,560
	13,79 513	15,63,963
Deduct receipts	....	13,79,513
Estimated deficit	....	1,74,450
The deficit of 1873-74 is expected to amount to	....	a1,63,739
So that the deficit of the two years will be ..	....	3,38,189

a At page 2 of Colonel Ballard's Note this deficit is stated at Rs 1,62,516, but at page 6 of the Memorandum it is made out as 1,92,439
Less relating to Capital... 28,700
1,63,739

and this amount has been adopted as it agrees with Section IV. of the Budget.

7. It is observed that the Commissioners, having been asked by the Government of Bombay what measures they were prepared to suggest to restore a proper equilibrium in their financial arrangements, replied that they hoped that the Government of Bombay would submit a recommendation to the Government of India to afford relief to the finances of the Trust by remitting a portion of the debt due to Government. And the Government of Bombay, in sending on the Budget to the Government of India, say that a proposal for the relief of the Trust from some of its existing burthens has already been submitted, and that it will rest with the Government of India to decide in what form relief shall be granted, so as to extricate the trust from its present insolvent condition.

8. The Government of India cannot agree with the Government of Bombay in considering that the Trust is in an insolvent condition. It rather requires temporary aid. It possesses very valuable property, which, for the time, is

yielding but little profit, and it is consequently at present in difficulties to keep its expenditure within its available income until its capital is made more productive. The sources from which the ultimate development of its income may be looked for are—

I.—Sales or rents of land when trade revives, and a demand springs up.

II.—The completion of unfinished works in which part of the capital is locked up.

And a third source referred to by Colonel Ballard, viz., an increased duty on goods.

9. To relieve the Trust from its temporary difficulties, the Port Trust Commissioners have proposed the transfer of a portion of the interest-bearing debt to the non-interest-bearing debt. The Government of Bombay, on the other hand, have proposed the resumption by the State of a portion of the Elphinstone property.

10. The Government of India consider that these proposals are not applicable to the present case, where it is believed there is no permanent inability to meet the charges on the Trust. The Capital Account of the Trust and the interest payable on it were fully discussed before the Trust was formed, and the Governor-General in Council does not consider that the Imperial Government is called upon at present to revise, to the detriment of its revenue, the arrangements that were carefully settled, or even to allow a temporary reduction of interest.

11. At the same time it is desirable that the Trust should be extricated from its temporary difficulties. In this view the Governor-General in Council would consent to the payment of a portion of the interest being deferred. This could be arranged by debiting that portion to an interest suspense account, which the Government of India would not require to be reduced or discharged (otherwise than with the consent of the Trustees), except from special receipts, as from sales of land, surplus of dock receipts, or other special receipts as may be agreed upon. The Government of India would thus avoid foregoing any claim to the interest which the Imperial revenues have a right, while the retention of part of that interest as a balance in the suc-

pense account would prevent its embarrassing the ordinary operations of the Port Commissioners. An expression of opinion from the Port Trust Commissioners and the Government of Bombay as to the amount to be so held over, and the special sources of receipt from which the amount is to be made good, will be awaited.

12. Of the two sources from which the Trust may expect to add to its income, that of sales of land must wait for better commercial times, unless by some withdrawal of the competition of the Esplanade Fee Fund some improvement can be effected.

13. But the other source may be brought into earlier operation by doing all that can be done to push on the Elphinstone Basin Scheme. This will not only put the Trust in the way of earning income, but will relieve the Revenue Account of some charges for Engineering Establishment, which will properly fall to Capital. The Commissioners of the Port Trust have, in their Resolution No. 321, dated 26th March 1874, expressed an opinion that they are confident that the receipts from fees for the use of the dock will not only re-imburse all charges for interest on the capital expended on it, but will add to the resources of the Trust by the development of their property. With this opinion on record, the Government of India consider that it is not imprudent to assume that the difficulties of the Trust will be eventually removed.

14. The attention of the Government of India has been drawn to that portion of the note by Colonel Ballard, in which reference is made to the grant of land on the Esplanade affecting the income of the Elphinstone Estate. The Government of India will be glad to receive definite information as to any sale or grants of this land on the Esplanade, and whether the Esplanade Fee Fund has been enlarged by such sales or by fees for sites granted on the Esplanade. The Government of India would also wish to receive at the same time a statement of the items comprising the actual receipts of this fund for the last three years.

15. In consenting to an arrangement under which the Trust will be relieved of its difficulties, the Government of India would desire to invite attention to the practicability of making such reductions in the Revenue charges as may be

found possible by a comparison of the charges of the Port Trust at Calcutta with those of Bombay, as in many cases the rates of salary drawn at Bombay are in excess of those drawn at Calcutta. Without wishing to interfere in the details of the arrangements for the working of the Trust, the Government of India draw attention to the difference in the charges as one worthy of enquiry.

ORDER.—Ordered, that this Resolution be communicated to the Government of Bombay, for information and guidance, and to the Financial and Agricultural Departments for information.—C. H. DICKENS, Colonel, R.A., Secretary to the Government of India.

RESOLUTION.—A copy to be forwarded to the Public Works Department, in view to the information asked for by the Government of India in paragraphs 12 and 14 being furnished.

2. A copy to be sent to the Port Trustees, for information and guidance. The statement called for in paragraph 3 should be furnished as early as practicable. The explanation called for in paragraph 5 should also be submitted.

No. 773.

BOMBAY, 15*th August*, 1874.

To the SECRETARY TO GOVERNMENT, Marine Department.

SIR,—I have the honour to state that the Trustees have given full consideration to the proposals contained in paras. 9 to 13 of the Resolution No. 401-3-A.G. of the Government of India, dated 6th June, forwarded with your Resolution No. 828 of 26th June.

2. The Trustees desire to observe that the purchase of the Elphinstone property and reclamation of the harbour frontage were effected by Government without reference to any local consultative body, such as the Chamber of Commerce, and there does not appear to be any *prima facie* reason why these works should be a special local charge (or, if local, special on the trade), and special legislation, or compulsory taxation invoked for the purpose of meeting their cost. The Government of India have spent vast sums on railways and

irrigation works which confer immense benefits on particular localities, without any endeavour to recover the expenditure by means of special rates on the districts benefited.

If the receipts from railway fares or water rates fall short of the revenue necessary to cover the interest on Capital, the deficit is made good from the Imperial Exchequer. In the case of the Bombay Reclamations, however, Government are not satisfied with the revenue derived from the purchased property; a special Act No. V. of 1870 has been passed, by which taxes are imposed at wharves, hitherto free, at landing-places on the open beach, and at fishing villages, whose boatmen never enter the harbour. The proceeds of these special taxes and the surplus Port-dues hitherto available for harbour improvements are now applied to meet the interest on the Government purchase. The total additional taxation placed on trade amounts to about 3½ lacs of rupees, and the deficit of the Port Trust Budget is still Rs. 1,60,000.

3. The entire cost of the property transferred to the Trustees, as entered in Schedule G. of the Port Trust Act, is Rs. 2,55,87,691, of this property Government made over to the Trustees a portion of the Mody Bay Reclamation costing 24½ lacs, but retained the portion west of Frere Road, which they observed "will, in all probability, sell at such "rates as to repay the Imperial Government the entire "outlay incurred on the Mody Bay Reclamation." There were also transferred to the Trustees, free of charge, the Apollo Bay Reclamation and other properties which had cost 25¾ lacs.

4. Government, as His Excellency is aware, have acquired large sums in cash, and extensive areas of reclaimed land, by selling foreshore property with the right of reclamation.

They obtained forty lacs in cash from the Mazagon Land Company for the land and right of reclamation at Mazagon. The last return of this Company shows a net revenue of only Rs. 27,000, chiefly from the reclamation. Besides the above 40 lacs, the Company have, from this year, to pay a rent of Rs. 23,000. This rent Government have assigned to the Trustees.

5. The site for a railway station at Warree Bunder was

provided for Government, free of cost, by the Elphinstone Land Company, as the price of the concession of the Elphinstone foreshore. The cost of the above site was 50 lacs.

6. By conceding rights of reclamation on the Back Bay foreshore, Government have obtained, free of cost, a piece of land which involved an outlay of about seventy lacs of rupees, part of this has been used for railway purposes, and part remains in the hands of Government. The traders to Back Bay have in no way benefited by the reclamation. Not a wharf nor a jetty has been thrown out, nor an acre of land given for stowage purposes. The locality, however, has been brought under the Bunder Fees Act of 1870; and articles landed there are heavily taxed. The Back Bay foreshore has thus been treated as "Imperial" for purposes of profitable reclamation, but as "local" for purposes of special taxation.

7. The last transaction connected with the foreshore was the purchase of the Elphinstone Land and Dock Estate, which has been made a charge on the revenues of the Port, and is the cause of the additional taxation now imposed.

8. The Trustees believe that the foreshore of a seaport is usually considered as a property to be managed in the interest of the local community. But the foreshore of this harbour has been so dealt with that the largest portion of the profits of sales and concessions has gone to the Imperial Treasury, and the largest portion of the loss on the purchase effected by Government has been imposed by Government on the local trade. Moreover, it must be remembered that the losses which the Mazagon Land Company and Back Bay Company suffered by taking Government concession (probably a million and a half sterling) fell on the Bombay community who (with the exception of the Elphinstone shareholders) have thus suffered whenever Government entered the market, either as a seller or a purchaser.

9. The Government of India suggested in a letter No. 3372, of 8th September 1871, that the Port-dues might be raised in order to meet interest on the cost of the Elphinstone property, and observe that the Port-dues are not so high in Bombay as at Calcutta. This is the case, but on the

other hand, the wharfage rates on all kinds of goods are higher in Bombay.

For instance, the rates are :—

	CALCUTTA.	BOMBAY.
Grain (Rice),	2 annas per ton of 20 cwts.....	5 annas 9 pies per ton of 20 cwts.
Bricks	2 annas per 750	4 annas per 750.
Oil	4 annas per ton of 20 cwts...	12 annas per ton of 20 cwts.
Cotton	4 1/5th pies per pressed bale ...	1 anna per pressed bale.
Piece Goods.	½ anna per bale.....	2 annas per bale.
Timber.....	2½ annas per 50 cubit feet.....	4 annas per 50 cub. feet for logs. 8 annas do. do. for scantlings.
Iron	2 annas per ton of 20 cwts	5 annas per ton of 20 cwts.

10. The Trustees believe that the Government of India have dealt more favourably with the Port Trust in Calcutta than with that of Bombay. The maintenance of the approaches to the former port costs the Imperial Exchequer 2½ lacs annually, and some grants of land have also been made to the Port Commissioners. In a harbour like Bombay, which is easy of approach and requires no expenditure on dredging, the Port-dues ought to be light, and the present Port-dues are not only ample to cover the cost of all service rendered to the shipping, but "*the surplus revenue of Rs.* 40,000 *is applied to meet the interest on the Port Trust debt instead of being expended on harbour improvements which are needed, but for which there are no funds available.* The rocky and mountainous nature of the coast which has provided Bombay with a good harbour extends far inland, and separates it by a long and difficult route from the producing districts of the interior, and the trade, having through these natural disadvantages to pay heavily for the land carriage of their goods, should receive the full benefit of any natural advantages which may reduce their expenses at the port of Bombay.

11. The annual Budget of the Trustees, which the Government of India have considered in their Resolution under reply, shows a deficit of Rs. 1,60,000, notwithstanding the additional imposts which have been levied. His Excellency the Governor-General in Council now proposes that no further taxes should be imposed for the present, but that the annual deficit should be carried to a suspense account, to be discharged by "receipts from the sale of land, surplus dock receipts, or other special receipts as may be agreed upon."

12. The present situation arises from the circumstance

that Government a few years ago placed an estimate on the value of land in Bombay which has been far from realized—whether the prospective valuation now formed by the Government of India is too high or not time alone can show. The Trustees, however, consider it most undesirable that their Budgets should show a yearly deficit which can only pass away when the land may become saleable at a high figure. Nor do they desire to make a prospective mortgage of the surplus dock or other receipts which they consider should go towards reducing the burdens on trade.

13. The Government of India expressed an opinion during the preliminary discussions regarding the Port Trust Act, that it "was essential the Port Trust should commence as a self-supporting institution." The Trustees concur in this view, and believe it to be for the interest of Government and of the Port that a final settlement of their finances, which will put them in an independent position, should now be made.

14. The Trustees observe that the Government of India express an opinion that the Port Trust is only in temporary difficulties and possesses a valuable property "which may be developed by the sale or rent of land when trade revives;" but the Governor-General declines to accede to the recommendation of the Bombay Government that the State should resume a portion of the Port Trust land. "The Imperial Government cannot," says the Governor-General, "at present revise, to the detriment of its revenue, the arrangements that were carefully settled". The Trustees again respectfully remind His Excellency that they had no voice in the settlement. If the supposition of the Goverment of India is correct that the Port Trust land is very valuable, there can be no detriment to the State in resuming possession. The temporary loss of interest, whilst awaiting the development of the land estate, is a matter, which cannot materially affect the policy or finance of the Imperial Government. With the Port Trust it is different, and it must be injurious to the interest of this Port that the Trustees should for a number of years be in a state of uncertainty regarding their real financial position.

15. Previous to the establishment of the Bombay Port Trust the question of the respective claims of the Imperial

Government and of the commercial interests of Bombay formed the subject of a very long correspondence between the Government of India and the Government of Bombay, in the course of which very different views were maintained. Those of the Government of India were given expression to under avowed feelings of disappointment at the result of the Elphinstone purchase.

The Trustees, therefore, respectfully submit that the considerations now advanced warrant them in asking the Government of India again to review the whole position and make such a disposition of the property at present vested in the Trust as will produce an equilibrium in its finances, and with this object the Trustees venture to make the following suggestions.

The foreshore line (with as much land as may be necessary for a road and for working the traffic) where it does not belong to private individuals, and excluding the Dockyard, to be made over to the Trustees.

Where the wharfage rights have been purchased, *i.e.*, at the Elphinstone frontage, or where Government have made wharves, the Trustees to be debited with their value at 20 years purchase of the average wharfage dues levied on those wharves during the past three years, but wharves free before the Bunders' Act of 1870 to be made over free of charge.

The space on the jetties inside the line above alluded to to be made over to the Trustees at rates calculated on 20 years purchase of the annual income.

All the rest of the land to revert to Government except under special agreement.

The revenues now accruing from leases of the foreshore on which no money has been spent by Government, as, for instance, the area leased to the Colaba Company, to belong as at present to the Trustees—some minor matters might also require adjustment.

16. The Trustees are quite prepared to prosecute vigorously the construction of Docks, and Government will

thus get the full benefit of the increased value of land which may arise from the neighbourhood of Docks. On the other hand, the trade of the Port will be relieved from burdens which do not properly appertain to it.

In conclusion, it is necessary to state that unless concessions of some sort are granted, the responsibility of the deficit must lie with the Government, for the Trustees can see no way to the proper development of the properties purchased by Government and entrusted to their management without a regular recurring annual deficit under the present arrangements.—I have, &c.,

G. MANSON, Secretary.

No. 249 OF 1874.

BOMBAY CHAMBER OF COMMERCE, 12*th Oct.*, 1874.

The SECRETARY TO GOVERNMENT, Marine Dept., Bombay.

SIR,—I have the honour to inform you that at a numerously attended Special Meeting of the Chamber, held on the 7th and 14th of September last, it was unanimously resolved to memorialize the Government of India to comply with the requests of the Bombay Port Trustees, contained in their letter to Government No. 773, dated 15th August last, on the necessity for a revision of present arrangements under the Port Trust Act—viz., to resume all the land not immediately required for Docks or Bunders, to hand over the remainder on the terms asked by the Trustees, and to declare again free all the Bunders that were so before the passing of Act No. V. of 1870: it was also resolved to protest against surplus Dock Dues (in whatever way they may arise) being applied to any other purpose than Dock or Harbour improvements, or the reduction of the Dues themselves.

In accordance with this resolution, and by direction of the Committee of Management, I have now the honour to enclose the Chamber's Memorial to His Excellency the Viceroy in Council, and to request that His Excellency the Governor of Bombay in Council will be so good as to trans-

mit the same to the Government of India, with any expression of approval which His Excellency in Council may think proper.—I have the honour to be, &c.,

J. GORDON, Secretary.

P. S.—Six copies of the Memorial sent herewith.

To His Excellency the Right Hon. LORD NORTHBROOK, Viceroy and Governor-General of India in Council.

The Humble Memorial of the Bombay Chamber Commerce

RESPECTFULLY SHEWETH,—That in July 1869, the Imperial Government, in concert with the Government of Bombay, purchased the foreshore property in this Harbour, belonging to the Elphinstone Land Company, for the sum of £1,859,159, and placed the same as a special charge upon the trade of the Port; and that the purchase was initiated and completed without any reference whatever having been made to the mercantile community.

That in consequence of this purchase, the Bombay Port Trust was established, and was debited with the cost of the entire property, a large portion of which, as will be shown presently, does not appertain to the trade, and with the cost of other properties transferred to the Trustees, as set forth in Schedule G of the Port Trust Act; and that the Net Revenues of the Trust fall considerably short of the interest on the Government debt, whilst the Port has lost many advantages which it formerly enjoyed, imposts being now levied on wharves previously free, and all expenditure, on Imperial account, on large works for the improvement of the Port, being discontinued.

That, of the land reclaimed by the Elphinstone Company, about 70 acres, costing, at the lowest estimate, £500,000, were appropriated by the Imperial Government for Railway purposes, and no remission was allowed for this item, although the land so appropriated was strictly an Imperial charge. In the settlement under the Port Trust Act the cost of an Imperial work was thus thrown upon the trade of

the Port, notwithstanding the reiterated remonstrances of the Government of Bombay.

That, of the Elphinstone property so purchased, 487,146 square yards, known as the Land Estate, and forming more than one-half of the whole property, situated inland next to the ground adjacent to the Basins, have, ever since the purchase aforesaid, been to a great extent lying waste and unproductive; and that, although this Land Estate does not belong to the trade of the Port, yet the trade has, as already mentioned, been burdened with the cost of it as a portion of the interest-bearing debt.

That, in the letter of the Government of Bombay, No. 78-E—201-M., dated 1st February 1869, to the Government of India, upon which the purchase of the Elphinstone property was authorized by the Government of India, with the assent of Her Majesty's Secretary of State, and throughout the subsequent correspondence relative to this purchase and the formation of the Port Trust, the acquisition of the Land Estate of the Elphinstone property was never regarded as calculated to further, even in the smallest degree, the interests or conveniences of the trade of the Port, nor was it treated in any other light than as a desirable land investment which the Government would be able to rid itself of with great advantage to the state. Para. 17 of the letter, dated 1st February 1869, above cited, runs thus:—"There can be no doubt whatever that the value of "land will greatly increase, and that, retaining the Dock "Estate, Government would, if the property were in their "hands, be able by degrees to dispose of a sufficient area of "the Land Estate to enable them to pay off the loan (1½ "millions), if it were desirable to do so, and still to retain "possession of the value of a property, the ultimate value of "which it would be difficult to estimate." In para. 8 of the letter of the Government of Bombay to the Government of India, No. 93A A—188A, Local, dated 30th May 1871, it is stated—"The land alone, of which there is available for sale "hereafter about 450,000 square yards, exclusive of the "Dock Estate, may be safely estimated at the moderate rate "of Rs. 40 per square yard to be prospectively worth "Rs. 1,80,00,000." "No steps have yet been taken to dis-"pose of any of this property" . . . . . "but it cannot

"fail to command a high relative price as soon as there is "capital available for investment of this character." The Government of India, in authorizing the purchase of the property, held similar views in regard to the value of the Land Estate and the object of its acquisition, it being referred to in their letter No. 3372, dated 8th September 1871, as property "available for sale." And in the letter of the Government of Bombay, No. 179A—369, Local, dated 21st October 1871, to the Government of India, Paras. 3, 4, 5, 6, 7, 8, and 9 refer to the sale of land than in contemplation, though His Excellency in Council was of opinion that, "owing to recent commercial depression the "present is not a very favourable opportunity for placing "the land upon the market, but, it is believed, that money will be readily forthcoming for advantageous investments, &c." It thus becomes clear that the Land Estate consisting of 487,146 square yards—more than half of the whole Elphinstone property—was purchased, not to supply any of the acknowledged wants of this Port, but with the sole avowed object of re-selling it at a higher price. The terms contained in the letter of the Government of India, No. 354-C., dated 15th June 1869, upon which the purchase of the Elphinstone property was authorized, were, it is true, accepted without comment by the Government of Bombay, and this fact has been steadily adhered to by the Government of India as justifying their refusal to entertain the repeated requests of the Government of Bombay for an equitable adjustment of the Elphinstone debt. Your Memorialists disclaim any intention of commenting on the course pursued by the Government of Bombay in accepting, without remark, the terms of a purchase laid down by the Government of India, and thrown upon the trade of the Port; but, while reminding your Excellency that the mercantile community of this city has ever been foremost in cordially supporting the just and equitable measures of the Imperial Government, and in readily contributing, without a murmur, at all times, and under all circumstances, its fair share of taxation, they very respectfully submit that on no principle of equity should the cost of the land for the Great Indian Peninsula Railway Station, which is strictly a charge upon the Imperial Exchequer, or the cost of the Land Estate of the Elphinstone property, which does not belong to the trade of the Port, have been imposed as a special

burden upon that trade, particularly when it is remembered that the mercantile community never had a voice in the purchase.

That, among other disadvantages which have resulted to this Port from the purchase of the Elphinstone property, the Government of Bombay, in acquiescing in the terms and conditions laid down by the Government of India for the purchase of it, accepted the principle that all future outlay incurred in constructing great works in the Harbour should become a local charge on the trade of the Port. Previously to the purchase, the Imperial Government undertook all such works at its own cost, intending that the trade should pay only in return for accommodation provided.

That after the purchase aforesaid, the revenues derived by the Government from its property in the Harbour having been found insufficient to meet the interest on the Elphinstone debt, a vexatious and burdensome system of taxation was resorted to to make good the deficiency. A special Act, No. V. of 1870, was passed, by which taxes are imposed at wharves previously free, at landing-places on the open beach, and at fishing villages whose boatmen never enter the Harbour. The Port Trustees, in their Administration Report to 31st March 1874, point out that, of the items which form their revenue, more than three lacs are thus raised by imposing fees on Bunders and other landing-places formerly free, and by appropriating that portion of the Port Dues which used to form the free income of the Port.

That on the establishment of the Port Trust in June 1873, Rs. 2,54,57,408 was debited to the Trust, being the cost of the property transferred to the Trustees, as entered in Schedule G of the Port Trust Act, of which Rs. 2,04,23,653 bears interest, and Rs. 50,33,755 does not. The interest-bearing debt includes the entire cost of the Elphinstone property, the greater portion of which, viz., the Land Estate, is, as above-mentioned, almost wholly unproductive, and the non-interest-bearing debt includes the unfinished part of the Mody Bay Reclamation, eastward of the Frere Road, about 70 acres, costing 24½ lacs, which the Government of India transferred to the Trust, but which in its present incomplete state yields little or no revenue.

That notwithstanding the concessions made to the Trust

by the Government of India, and the additional imposts levied under Act V. of 1870, the net receipts of the Trust, for the period ending 31st March 1874, show a deficit of Rs. 1,64,862, and the Trustees declare that they can see no way to the proper development of the properties purchased by Government and entrusted to their management, without a regular recurring annual deficit under the present arrangement. They have, therefore, asked the Government of India again to review the whole position, and to make such a disposition of the property vested in the Trust as will produce an equilibrium in its finances. In the correspondence which passed between the Government of India and the Government of Bombay relative to the establishment of the Port Trust, the Governor-General in Council "desired to draw "the line very clearly between what was due to the Govern- "ment of India under the conditions which it laid down for "the purchase of the Elphinstone property, and what the "Government of India would desire to enforce if it were "proved that those conditions could not be complied with, "otherwise than by placing objectionable burdens on the "trade of Bombay." As it is now manifest that the burdens which have been imposed are not only objectionable, but greater than the trade can bear, your Memorialists venture to hope that your Excellency in Council will, in the same liberal spirit, show further consideration for the interests of the trade of Bombay in such a revision of the Port Trust settlement as is desired by the Trustees, and which, your Memorialists submit, should not, alike in the interests of Government and of the Port, be delayed.

That the Government of India, in its Resolution, dated 6th June 1874, on the subject of the Port Trustees' Budget, considered that the Trust was only in temporary difficulties, and that, therefore, the proposal made by the Trustees that a portion of the interest-bearing debt should be transferred to non-interest-bearing debt, and also the proposal of the Government of Bombay that the State should resume a portion of the Elphinstone Estate, were not applicable. The Government of India suggested, instead of these proposals, that payment of the interest be deferred, and that such portions be debited to an interest suspense account to be reduced or discharged from receipts from sales of land, surplus dock-receipts, or such other special receipts, as might be

agreed upon. At a largely-attended Meeting of the Members of this Chamber, the suggestion of the Government of India was considered, and it was unanimously resolved to protest, which your Memorialists now most respectfully beg to do, against surplus Dock Dues in whatever way they may arise, being applied to any other purpose than Dock or Harbour improvements, or the reductions of the Dock Dues.

Wherefore your Memorialists most humbly pray that, as the burdens imposed upon the trade of this Port in consequence of the acquisition by the State of the Elphinstone property, in which the mercantile community had no voice, are vexatious, objectionable, and excessive, and are unnecessary if, by an equitable adjustment of the Elphinstone debt, the trade is relieved of such charges as do not appertain to it, your Excellency in Council will be pleased to comply with the request of the Port Trustees, contained in their letter No. 773, dated 15th August 1874, to resume all the land not immediately required for Docks or Bunders, to hand over the remainder on the terms asked by the Trustees, and to declare again free all the Bunders that were so before the passing of Act V. of 1870: Further, that your Excellency in Council will record their respectful protest against surplus Dock Dues (in whatever way they may arise) being applied to any other purpose than Dock or Harbour improvements, or the reduction of the Dues themselves.

In the name, and on behalf of, the Members of the
Bombay Chamber of Commerce,

(Sd.) E. LORD, *Chairman.*
„ J. GORDON, *Secretary.*

BOMBAY, *6th October*, 1874.

No. 1306 OF 1874.

MARINE DEPARTMENT,

BOMBAY CASTLE, *22nd October*, 1874.

From the SECRETARY TO GOVERNMENT to the SECRETARY BOMBAY CHAMBER OF COMMERCE.

SIR,—I have the honour to acknowledge the receipt of your letter of the 12th instant, and in reply am directed to state that the Memorial therewith received has been forwarded to the Government of India, as requested.—I have, &c.,

J. M. MACDONALD *Colonel*,
Secretary to Government.

APPENDIX D.

—:o:—

WET DOCKS.

No. $\frac{44}{6}$

BOMBAY PORT TRUST.

ENGINEER'S DEPARTMENT, ELPHINSTONE CIRCLE,

BOMBAY, *7th August* 1873.

To THE TRUSTEES, Port of Bombay.

GENTLEMEN—In making the calculations as to whether it would pay to make docks in Bombay, I think it is right that exceptional cases, which have occurred before, should be considered as being possible to occur again; expeditions such as the Persian and Abyssinian.

In these cases there would be a large money saving, and I think it is possible that a committee, consisting of Colonel Willoughby and Captain Morland, or such officers as Government consider fit, could report roughly on what would probably have been saved had there been docks in Bombay in 1867 when the Abyssinian Expedition left.

Captain Morland has been good enough to let me have a statement of the vessels engaged in the expedition, besides Government vessels; there were

30 Steamers at 935 Tons	= 28,050 Tons at	23½	= Rs.	6 52,162
179 Ships at 1,000	,, say 179,000 ,,	11¼	= ,,	20,13,750
		Total per Month.....	Rs.	26 65 912

So that the hire of the vessels came to £270,000 per mensem. I know there were complaints of detention, in discharging especially, and that some cargoes were thrown

overboard rather than keep the vessels longer. I think it probable, therefore, that the demurrage would rise to a large figure.

Again as to the stores, troops, equipage, &c., the rate for *boat-hire* only in embarking, was Re. 1-6 per ton, and in landing a special rate was allowed to try to get the ships discharged; this special rate was Rs. 4 per ton for boat-hire only.

It is, therefore, clear that, on the whole, the saving, which would have been effected had docks existed then, would have been a very large sum indeed—a very considerable proportion indeed of the estimated cost of the works.

Another point is as to the saving by dispensing with the troop-service barges; the wages alone are Rs. 32,000 per annum, taking coals, stores and repairs and depreciation into account. I think this may be guessed at a *saving* of half a lakh a year, which, capitalized, is £100,000.—I have &c.,

THOMAS ORMISTON, Chief Engineer.

MARINE DEPARTMNT.—No. 900.

BOMBAY CASTLE 3*rd September* 1873.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 194, dated 8th August 1873.

Forwards copy of a letter addressed by Mr. Ormiston to the Trustees, suggesting, with reference to the question of the remunerativeness of docks in Bombay, that a committee be appointed to report on what money would probably have been saved to Government had there been docks in Bombay in 1867, when the Abyssinian Expedition was fitted out, and requests that Mr. Ormiston's suggestion be acted upon.

RESOLUTION.—The Chairman to be informed that His Excellency the Governor in Council does not see the necessity for a separate committee. The question is one which falls quite within the scope of the enquiries to be made by the Board's own Sub-Committee. If necessary, the departments

concerned will be instructed to furnish the Sub-Committee with all the information they may ask for.

JOHN MACDONALD, Lieut-Colonel,
Secretary to Government.

To The Chairman, Board of Trustees, Bombay Port Trust.

No. $\frac{55}{6}$ OF 1873.

ENGINEER'S OFFICE, ELPHINSTONE CIRCLE,

BOMBAY, 23*rd August*, 1873.

To the CHAIRMAN of the TRUSTEES of the PORT of BOMBAY.

SIR,—As requested at a recent meeting of the Dock Committee, I now beg to report on the feasibility of the lateral channel being made the approach to the proposed docks; it was suggested at that meeting that if it be so, the dredging of the Elphinstone Channel need not be decided on at present. The lateral channel is the one along the Elphinstone and Mody frontages.

2. The following remarks are made on the understanding that the Committee intended I should consider the subject as applied to one of the dock schemes which includes channels 12 feet deep at low water, not 20 feet as required for the deep water basins.

3. The accompanying plan (No. 1086) shows the extent and levels of the rock in the channels so far as can be laid down from the borings, of which a sufficient number have been made to determine the surface of the rock in a general way; I think it probable that a more minute examination would show that even a better channel could be made, so far as the rocks are concerned, than that now reported to be available, and especially I think that what appears to be a

12 feet bar of rock may be deeper, and in fact may not be a bar at all.

4. The area coloured purple on the plan represents the rock down to 11 feet under low water; below that level the rock is shown down to 22 feet under low water, but is not coloured, and where there is no contouring there are no rocks which would interfere with a channel 22 feet under low water.

5. The sections on the accompanying sheet (No. 1087) have been compiled, so far as the rock is concerned, from the above plan and the borings, and as regards the surface from the survey of 1871.

6. The lateral channel is 6,700 feet, or one mile and a quarter in length; the width at the north and opposite the Elphinstone Dock entrance is 1,000 feet, opposite the Musjid entrance 800 feet, and at the south end 650 feet; but about 2,000 feet in the middle has rocky margins which contract the width to less than I would have made it if not so bound. The "Narrows" are off the Carnac and Mody Basins; thus in line of the north side of Carnac Basin the bottom width is limited by the rocks to 220 feet, in line of the south side of the same basin to 160 feet, and at the "Throat" of Mody Basin to 92 feet.

As a comparison I have shown (on plan No. 1087) the standard section of the Suez Canal; it has a bottom width of 72 feet, a depth of 26 feet, and side slopes of 2 to 1. The side slopes of the lateral channel would be flatter than this. The dotted line on the section represents one of the weakest places discovered by the admiralty survey of 1870, the bottom width being 50 feet and the depth 22 feet; this was through the gypsum rock cutting at Serapeum, but it was, I believe, enlarged to the standard section shortly afterwards.

7 The quickest bend in the centre line of the navigable channel is 170 degrees, which is within 10 degrees of a straight line.

8. The tide runs true in the lateral channel. The

velocities of the spring tide of 4th November 1869, through the passage between Carnac Bunder and Cross Island, were as follows:—

	5·11	A M.	Low Water.
Flood—	7·30	„	1·70 miles per hour.
	8· 0	„	1·89
	·45	„	2·13
	9·15	„	1·89
	·30	„	1·70
	·45	„	1·60
	10· 0	„	1·31
	·30	„	0·85
	11· 8	„	High Water, rise 12 feet 6 inches.
Ebb—	·15	„	0·85
	·30	„	1·14
	·45	„	1·36
	Noon	„	1·70
	12 15	P.M.	2·13
	·30	„	2 45
	1·15	„	3·44
	·30	„	3 78
	2. 0	„	3·10
	·15	„	3·10
	5.24	„	Low Water, fall 15 feet 3 inches.

9. These figures show that for three-quarters of an hour before, and for a quarter of an hour after, high water, the velocity in the channel at a spring tide does not exceed one mile per hour.

10. Vessels as a rule should dock and undock on the flood to avoid being caught on the sill; this would necessitate their generally passing through the channel on the flood; the velocity through still water to give steerage way should not be less than two miles an hour, which added to the current would make three miles an hour past the land or a vessel at anchor, a speed which would not interfere under proper regulation with the native boat traffic of the existing or future basins.

11. In the event of its being found that the supposed twelve-feet rocky bar realy exists, I think it would be desirable to lower it, and the Committee may wish to have an idea of the cost which would be involved in such a work.

The quarrying of and removing rocks under water in a tide way is a tedious and expensive operation. I have only

had experience of two places where it was carried out to any extent—one was on the Clyde, where a dyke of basalt crossed the river at Elderslie, and on which I was personally engaged more than twenty years ago; the other was in the Harbour of Refuge at Alderney, where the rock is hard syenite: of this, one of the Committee, Mr. LeMesurier, may know something, as he was professionally engaged, on that work in his younger days. At the Clyde a diving-bell was used at first, and by means of it 14 cubic yards were removed per month at a cost of £3 per yard; subsequently stages were erected from which the drills were worked, but I had left before they were introduced, and have no memo. of the cost done in that way. At Alderney the drills were worked in bells and from rafts, but the cheapest mode was found to be canisters placed in crevices of the rocks without boring at all. On one occasion, ten years ago, Mr. May, the Resident Engineer, reported that four canisters, each loaded with 200 lbs. of gunpowder, broke up 600 tons of rocks. The contractors at Alderney had 40 shillings per cubic yard for blasting; picking it up cost about 10 shillings more.

If it become necessary to deepen the bar 3 feet for a length of 200 feet and a width of 100 feet, the quantity would be fully 2,000 cubic yards, which at £3 a yard is £6,000. On the whole I think a lac of rupees would be an outside estimate for the removal of any rocks, which eventually it may be found desirable to remove from the lateral channel.

12. The Elphinstone Channel is 2,600 feet or half a mile in length from the dock head eastward; 700 feet wide; and on an average the depth of the dredging is 4 feet 6 inches. It is quite straight, the ground is soft, and there are no rocks. It will cost about a lac of rupees to make it.

The following were the velocities observed on the spring tide of the 7th October 1869, taken at a middle of the bank, which it is proposed to cut through for this channel:—

	6·11	A.M.	Low Water.
Flood—	8·30	„	0·85 mile per hour.
	·45	„	0·98
	9·00	„	0·98 mile per hour.
	·30	„	1·62

	10·00	A.M.	1 36
	·15	,,	1·36
	·30	,,	1 36
	·45	,,	1·31
	11·00	,,	1·22
	11·15	,,	0 98
	·30	,,	0 75
	·45	,,	Weak.
	Noon	,,	Weak.
	12· 6	P.M.	High Water, rise 14 feet 5 inches.
Ebb—	·15	,,	0 75
	·30	,,	1·14
	·45	,,	1·31
	1·00	,,	1·70
	3·00	,,	3 10
	5·00	,,	1·07
	6·30	,,	Low Water, fall 16 feet 5 inches.

During the most of the time, the tide runs across the line proposed for this channel; in the above case, the flood began to swing round fully an hour before high water, and at 11-30 was running eastward, true, through the line of proposed channel at the rate of three-quarters of a mile per hour.

12. Some discussion has taken place as to whether it would be possible to maintain a channel in this situation owing to the tidal currents being across it during the greater part of the time, and it was proposed to test the point by dredging a grip in the bank; but as this discussion arose on a scheme which required the cut to be dredged 12 feet 6 inches deep instead of 4 feet 6 inches deep as is now proposed, it appears to me that the arguments against the deeper cut apply in only a limited degree to the shallow one, and probably would not have been raised if 4 feet 6 inches had been the original proposition. My allegation, however, is that no experiment short of the full channel can prove what amount of dredging will be required to maintain it. My opinion is that the Elphinstone is the better channel of the two, and that both should be made; but as it appears the lateral channel is suitable for large vessels, and no doubt has been expressed as to its keeping clear, it may be thought desirable to avoid going to any expenditure on the Elphinstone Channel at present. If it does not scour itself, which I think probable, an experiment may at a small cost be made when suitable dredging plant is available and as may be then determined. As it is now, and without dredging

at all, the Elphinstone Channel can be used even at neap tides for vessels drawing 18 feet thus:—

	Ft.	In.
Present surface of mud bank under L. W.	7	6
Add—Mean water level above L. W.	8	4
H. W. neaps above M. W. L	3	0
	18	10

which is more than Canal steamers as a rule do draw.

13. I am afraid that at the time when the proposal was made, I did not understand so well as I do now what the Government desired to prove by making an experimental channel; as I notice from Colonel Fraser s No. 1873, dated 2nd May 1872, which I saw for the first time a month ago, that the suggestion was made so as to ascertain whether the whole surface of the mud bank in the harbour was more or less on the move with every tide, and whether the channel, if made, would fill up at once, my understanding having been that it was proposed to ascertain whether the experimental channel, a *cul de sac*, would remain open for months, or even years, which is a very different thing.

14. The Channel of the P. and O. Graving Dock at Mazagon is about five hundred feet in length, and is maintained through the mud bank for about 200 feet clear of the heads. The accompanying plan (No. 1088) shows some sections of this channel made on the 10th instant, about a fortnight after the dredger had been at work; the bottom is about 6 feet under low water, and the depth of cut 12 to 18 inches; the sides assume different slopes, and in places are steeper than what I assumed for the Elphinstone Channel—namely, 1 in 12.

I give this instance for what it may be worth, but though I do not consider it a parallel case to the Elphinstone Channel which would not be a *cul de sac*, and which would have a current through it part of the time at any rate, yet it proves that it does not fill up at once.—I have, &c.,

THOMAS ORMISTON,

Chief Engineer.

No. $\frac{92}{6}$ OF 1873.

BOMBAY PORT TRUST.

ENGINEER'S OFFICE, ELPHINSTONE CIRCLE,
BOMBAY, 19*th September*, 1873.

To the CHAIRMAN of the TRUSTEES of the PORT of BOMBAY.

SIR,—On reference to the 12th para of my No. 55 of the 23rd ultimo, you will observe I state that the present surface of the mud bank, through which the Elphinstone Channel would be cut, has 18 feet 10 inches over it at high water of neaps, and 21 feet 10 inches at high water of springs, say, in round numbers, 19 feet and 22 feet respectively.

2. Captain Giles, Superintendent of Marine, has furnished me with a list giving the load draught of the vessels of H. M.'s Bombay Marine, from which it appears that the turret-ship "Magdala" draws more than any of her consorts, and her draught is 17 feet 6 inches.

3. The British India Steam Navigation Company's steamers in the Kurrachee and Gulf trades draw 14 feet, those in the Calcutta trade draw 16 feet, loaded.

4. The "Tilly" draws 13 feet loaded, the "Havelock," "Outram," and others in the coasting trade, draw less.

5. There are not many native coasting vessels in the harbour at present, as the season has not commenced, but there are a few, and I have ascertained as follows—viz., a cotia, trading with the Maldives, 69 tons register, draws, loaded, 8 feet, one of 90 tons trading with Muscat and Zanzibar draws 9 feet; a dinghy of 100 tons in the Kurruchee trade draws 12 feet; and I am informed that the largest of the native craft rarely exceed 15 feet draught.

6. All the above-named class of vessels can pass by the Elphinstone Channel at H. W. of neaps without dredging at all.

7. With respect to the steam arrivals, the annexed statement, which is based on a return supplied by the Master Attendant, shows that 70 per cent. in number and 60 per cent. of the tonnage of all merchantmen would be able to cross the

Elphinstone Bank at H. W. neaps as it is at present. These proportions would be increased at springs to 96 per cent. in number, and 94 per cent. of the tonnage.

8. I give these figures because they show that even if the dredged channel were to be a total failure, *i.e.*, if the cost of maintenance was found to be greater than the advantage of having such a channel was worth, the docks would be useful works to a large portion of the trade.

9. The same statement shows that sailers draw more than steamers in proportion to their tonnage; thus the proportion of sailers that could pass over the bank in its present state at H. W. neaps would be 43 per cent. in number, and 28 per cent. of the tonnage; at spring tides, however, it would be the same proportions for sailers as for steamers.

10. It appears that neither the Master Attendant's Department, nor any other, records the draught of departures. I don't suppose there is much difference in the draught of sailers on arrival and departure; but there is of steamers, partly because they have used up their fuel on the way out, and partly because they fill up better on the home than on the outward journey. Captain Henry has, however, favoured me with a return of the load draught of the P. & O. arrivals and departures last year, from which it appears that the average draught on arrival was 19 feet 4 inches, and on departure 20 feet 6 inches, being a difference of 1 foot 2 inches.

Applying this difference to the Master Attendant's return of arrivals, it would appear from the statement before refered to, that 56 per cent. in number, and 46 per cent. of the tonnage of steam dopartures, could pass over the Elphinstone Bank at H. W. of neaps without any artificial cut being made; these proportions would be increased at H. W. of springs to 88 per cent. in number, and 82 per cent. of the tonnage.

11. Lieutenant Morland, Assistant Transport Agent, informs me that the draught of the troopers is not recorded in his office, but it may be taken at 20 feet 6 inches on arrival, and 23 feet 6 inches on departure.

12. The two deepest draught vessels which arrived last year were the "Persia," 1704 tons, drawing 24 feet 6 inches,

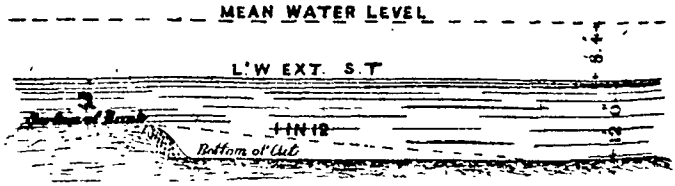
and the "Morning Light," 2377 tons, drawing 24 feet 8 inches, both being sailers.

13. A cut, 4 feet 6 inches in depth, through the Elphinstone Bank would give 23 feet 4 inches at H. W. of neaps; which, with rare exceptions, is sufficient for the passage through it of the deepest draught vessels arriving at or departing from Bombay Harbour.

14. With respect to this cut I would further remark that although facing the sides with stone would be objectionable, for the reason given in my answer to Colonel Fraser's question No. 3, that objection would not apply to revetting the sides with shingle; if it were found to be necessary to do anything at all.

We can get any amount of shingle at Rs. 6-8 per brass of 100 cubic feet. It would be a full quantity to allow 25 cubic feet per foot forward, say Rs. 2 per foot forward; the extreme length of the channel from the dock wall eastward being 3,000 feet gives Rs. 6,000, which is an outside estimate. This would prevent the north bank from being scoured down by the ebb tide, which runs about three miles an hour; the opposite bank may be neglected under any circumstances, as it is short and liable to erosion from the flood tide only, whose maximum velocity is about half that of the ebb.

It appears to me that this expedient gets rid of any objection that has been raised to the Elphinstone Channel; shingle stands at one to one—it is too heavy to be disturbed by the currents, it would effectually prevent the mud bank being washed into the cut, and it would do no harm to vessels if they struck it or grounded on it.



SCALE 1·30 FT

15. You are aware that I advocate the making of the

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Musjid site into an open tidal basin for the use of coasters, whether steam or sailing, because it is cheaper to make and work than a dock, and because it is convenient to the locality at which their cargoes are at present shipped to and from, and also because from their light draught they can use the channels and the basin at all states of the tide; with respect to the sanitary prospects of this basin no question has been or is likely to be raised.

Sanitary objections have, however, been made as to docks in which water is impounded, and on this point I desire to offer a few remarks.

16. The Elphinstone Dock which, it is intended, should have gates, so as to impound the tide when required, has an area of 29 acres :—

	Feet.
Wharf Level	91·00
H. W. Springs	86·30
H. W. Neaps	83·30
Mean Water Level	80·30
Surface of Bank as at present	64·50
Bottom of Cut as proposed	60·00
Sills	59·00
Bottom of Dock	58·00
Datum	0·00

The depth of water required to be impounded will seldom exceed 24 feet, and generally 22 feet will be sufficient. The difference between the level of the tide of the day and of the dock level will change the contents of the dock to the extent described in the next paragraph.

17. I will in the first place speak of the tide at the Equinoxes, and take the month of March 1872 as an example: If the gates be closed so as to impound 24 feet, the heights to which the tides of that month rise above the dock water level would, if accumulated, be 152 feet, a quantity of water which would re-place the whole quantity in the dock six times over, or an average of once every five days; on the springs, moreover, a complete change would be effected in 3½ days. If the tide was allowed to ebb to mean water level before the gates were closed, the depth of water impounded would be 22 feet. This would increase the surplus tidal column to 267 feet; the dock would be chang-

ed twelve times in the month, and at springs in less than two days.

As an example of the tides between the Equinoxes, I take the month of July 1872. Taking 24 feet as the depth impounded, the surplus column of tidal water would be 131 feet, which would fill the dock five times over and change the whole every six days; moreover, at the springs the change would be effected in three days. If the depth impounded in the dock be 22 feet, the surplus column would be increased to 247 feet, the change would be effected eleven times in the month, and at the springs in four successive days the contents would be changed twice.

18. It must be remembered also that it is not the surface water only, but the whole column, which is on the move, right down to the bottom. The current in the dock will be a slow one no doubt, insufficient to scour the bottom, but sufficiently on the move to prevent the water becoming stagnant.

19. It must also be considered that this case is a very different one from docks or basins in a tideless sea, or off a river which is itself foul, or into which sewers discharge.

Bombay Harbour is peculiarly favoured from a sanitary point of view, in consequence of the large diurnal variation of the tide. The P.S. to my answers to Colonel Fraser's questions explains how this arises, and to what extent we are benefited by it.

20. One sanitary advantage arises from the dock incidentally—viz., by impounding a high spring tide, two or three hundred thousand tons of water would be available for flushing the drains on the Elphinstone Estate, having a sufficient head at L. W. to clear them out thoroughly.

21. It would thus appear that the following may be taken as facts :—

1st.—The harbour, which is the source of supply, is tolerably pure.

2nd.—No sewers will empty into the dock.

3rd.—The whole contents of the dock will be changed at least once a week, and at times in two days.

4th.—When the surface of the water in the dock is in motion, the whole body is so also, right down to the bottom.

5th.—There would be latrines ashore, and penalties for throwing rubbish overboard.

22. Taking all these circumstances into account, I submit that there are no solid grounds for objecting to the dock from a sanitary point of view.—I have, &c.,

THOMAS ORMISTON,
Chief Engineer.

STATEMENT of the Number and Tonnage of Merchant Vessels piloted into Bombay Harbour during the year ended 31*st March* 1873, *tabulated according to their Draught on Arrival. Neither Government Vessels nor Native Craft are included.*

Draught in Feet.	8·1' to 9 ft.	9·1' to 10 ft.	10·1' to 11 ft.	11·1' to 12 ft.	12·1' to 13 ft.	13·1' to 14 ft.	14·1' to 15 ft.	15·1' to 16 ft.	16·1' to 17 ft.	17·1' to 18 ft.	18·1' to 19 ft.	19·1' to 20 ft.	20·1' to 21 ft.	21·1' to 22 ft.	22·1' to 23 ft.	23·1' to 24 ft.	24·1' to 25 ft.
STEAMERS, Number	2	1	15	7	29	19	8	38	23	74	52	38	33	29	4	10	...
Accumulated Number	2	3	18	25	54	73	81	119	142	216	268	306	339	368	372	382	...
Percentage of Total Number	·005	·008	·047	·065	·141	·191	·212	·311	·372	·565	·701	·801	·887	·964	·974	1·000	...
Registered Tonnage	564	130	5,941	4,453	11,515	11,684	6,307	29,094	22,554	85,932	55,660	43,980	44,994	42,168	5,971	17,764	...
Average Registered Tonnage	282	130	396	636	396	615	788	766	980	1,161	1,070	1,105	1,363	1,454	1,493	1,776	...
Accumulated Registered Tonnage	564	694	6,635	11,088	22,603	34,287	40,594	69,688	92,242	178,174	233,834	275,824	320,818	362,986	368,957	386,721	...
Percentage of Total Registered Tonnage	·002	·002	·017	·028	·058	·088	·105	·180	·239	·461	·604	·713	·829	·939	·954	1·000	...
SAILERS, Number	1	1	1	6	7	7	5	16	26	24	37	46	65	49	9	...	2
Accumulated Number	1	2	3	9	16	23	28	44	70	94	131	177	242	291	300	...	302
Percentage of Total Number	·003	·007	·010	·030	·053	·076	·093	·145	·232	·311	·433	·586	·801	·963	·993	...	1·000
Registered Tonnage	107	175	774	1,829	3,656	2,418	2,445	7,387	14,761	15,874	29,625	45,753	76,499	59,091	12,533	...	4,801
Average Registered Tonnage	107	175	774	305	522	345	489	462	568	661	801	995	1,175	1,206	1,392	...	2,040
Accumulated Registered Tonnage	107	282	1,056	2,885	6,541	8,959	11,404	18,791	33,552	49,426	79,051	124,804	201,303	260,394	272,927	...	277,008
Percentage of Total Registered Tonnage	·0004	·001	·004	·010	·024	·032	·041	·068	·121	·178	·285	·450	·727	·940	·985	...	1·000
STEAMERS and SAILERS, Number	3	2	16	13	36	26	13	54	49	98	89	84	98	78	13	10	2
Accumulated Number	3	5	21	34	70	96	109	163	212	310	399	483	581	659	672	682	684
Percentage of Total Number	·004	·007	·031	·049	·102	·140	·159	·238	·310	·453	·583	·706	·849	·963	·983	·997	1·000
Registered Tonnage	671	305	6,715	6,282	15,171	14,102	8,752	36,481	37,315	101,806	85,285	87,743	121,493	101,259	18,504	17,764	4,081
Accumulated Registered Tonnage	671	976	7,691	13,973	29,144	43,246	51,998	88,479	125,794	227,600	312,885	400,628	522,121	623,380	641,884	659,648	663,729
Percentage of Total Registered Tonnage	·001	·001	·012	·021	·043	·065	·078	·133	·189	·343	·471	·603	·787	·939	·967	·994	1·000

DRAUGHT of STEAMERS belonging to the P. & O. Company on their Arrival at, and Departure from, Bombay, between August 1872 and July 1873.

Draught of Water.	Number of Steamers.	
	Arrivals.	Departures.
17'0" to 17'·11"	15	6
18'0" to 18'·11"	27	8
19'0" to 19'·11"	19	18
20'0" to 20'·11"	12	26
21'0" to 21'·11"	6	16
22'0" to 22'·11"	4	16
23'0" to 23'·11"	1	2
Total... ...	84	92

LOAD DRAUGHT of VESSELS of H. M.'s Bombay Marine, 1873.

Steamers.		Sailers and Hulks.	
Goolanar	7'0"	Fanny	9'0"
May Frere	8'9"	Georgiana	9'0"
Clydo	10'0"	Augusta	9'6"
Sir Hugh Rose	10'0"	Constance	12'0"
Sind	11'6"	Auckland	16'0"
Dagmar	12'6"		
Kwangtung	13'0"		
Amberwitch	14'0"		
Dalhousie...	16'6"		
Abyssinia	16'6"		
Magdala	17'6"		

REPORT OF THE COMMITTEE ON WET DOCKS.

As requested by the Trustees at their meeting of the 3rd July, we have taken into consideration the various proposals for providing deep-water berthage for vessels by means of docks or piers.

2. We consider that docks* would be preferable to Piers. The latter have the advantage of being more easily constructed, and are not open to the objections on sanitary grounds which have been raised against wet docks ; but they are, in various respects, less suitable for the requirements of this

* Note.—The term docks is used with reference to such works generally. Wet docks is used in contra-distinction to tidal basins.

harbour. We have especially considered the alternative designs for a deep-water pier running into the harbour from the Apollo Reclamation, which were submitted to Government by Mr. Ormiston in 1871, and the lighter and cheaper piers designed by Mr. Mathew, the Chief Engineer of the B. B. and C. I. Railway Company, for the same part of the harbour. We are of opinion that, at the lower end of the harbour, the water is too rough during the moonsoon for vessels to lie alongside any open pier in comfort; and that there would be considerable risk of serious damage to a pier of light construction, such as those suggested by Mr. Mathew, from the collision of vessels, however carefully moored, except in calm weather. The distance of warehouses and of the trading centre of the native town is, except in regard to cotton, an objection to any site for a pier south of the Dockyard.

3. The most advantageous position for a pier would be one connecting Cross Island with the Elphinstone Estate. There is deep-water close to the eastern side of the island, and on the south and western sides are several acres of rock uncovered at low-water, which could be reclaimed and turned to account as a site for warehouses. All goods, however, intended for the town would have to be conveyed for a distance of half a mile by land carriage, and a pier in this or any other eligible position would impede the inshore navigation of the harbour by country craft.

4. We are satisfied that, on the whole, deep-water berthage can best be provided by means of docks, and that both steamers and sailing vessels would use them if enabled to do so at a moderate cost.

5. On two previous occasions committees have been appointed to consider the question now before us, and in both instances they recommended that docks, if constructed, should be placed in Mody Bay. We are of opinion that the circumstance of the Elphinstone Reclamation being completed gives the sites reserved there for docks a preference over every other. To place the docks in Mody Bay would involve great expense in the reclamation of land, for which there is not likely to be any demand for many years to come. Moreover, it is only by the establishment of docks on the Elphinstone property that we can see our way to the early utilization of the extensive land estate, the cost of which is, at present,

so heavy a burden on the finances of the Port administration.

6. In calculating the returns to be obtained from a dock, we have assumed the following basis:—We reckon the saving to a merchant in landing charges would be Re. 1-4 per ton weight; this includes the saving of time, of loss by pilfering, and of charges incidental to the present system of transhipment into cargo-boats. We further reckon that vessels would be willing to pay dock dues of 4 annas per ton register for the sake of despatch, and because there would be a probable saving in their insurance charges. There would be the further consideration of the greater security which the ship would enjoy.

7. It is found from the general trade returns that the number of tons weight of cargo imported and exported does not amount to much more than two-thirds of the whole registered tonnage of vessels which arrive and depart. The register tonnage of square-rigged vessels that arrived in the Port in 1872-73 was 715,138 as per Appendix A; and the weight of cargo imported and exported in square-rigged vessels is shown in Appendix B to have been 855,649 tons, calculating 20 cwts. to the ton. We assume, therefore, for the purposes of calculation, that the average number of tons weight of cargo carried would be two-thirds of the registered tonnage.

8. Forty per cent. is deducted from gross revenue for working charges, including steam towage.

9. A vessel of 1,000 tons would bring (say) 700 tons *weight* of cargo, calculating weight as before, and would take the same outwards.

1,400 tons at Re. 1-4		Rs. 1,750
Dock dues at 4 annas per ton register		„ 250
		Rs. 2,000
Deduct working expenses 40 per cent		„ 800
Net revenue from each vessel		Rs. 1,200

10. We consider that the probable period of a vessel's detention in dock may be reckoned at 30 days for a sailing vessel and 21 days for a steamer, and for the purposes of

calculation it may be assumed that an equal number of ships and of steamers would use docks.

11. To turn now to the work to be undertaken. Two channels of approach have been suggested, each of which has its peculiar advantages and disadvantages. One, called the lateral or Mody channel, lies between Cross Island and the shore, and is described in Mr. Ormiston's letter No. $\frac{55}{6}$ of 23rd August 1873. This channel has 12 feet at low-water springs. It is not in all respects a satisfactory approach, narrowing to 92 feet between rocks, and having a current of about a mile for an hour before high-water, which is the time vessels would prefer to approach the dock gates. The navigation will require caution, but the channel is a perfectly feasible one, and can be safely used by pilots familiar with its current and course.

12. The other channel has been called the Elphinstone channel, and runs eastward from the docks to the north of Cross Island. It would require to be dredged to the extent of 4' 6" below the present level. Apart from maintenance, this channel is preferable.

13. The question of which channel is to be opened may remain for subsequent decision after some experience has been gained from the dredging operations in front of the proposed docks. The cost of clearing the lateral approach with 12 feet of water does not form a large figure in the estimates, and, as explained above, it will afford a fair approach to the Docks, though not such a good approach as the Elphinstone Channel.

14. Lastly, the extent of dock accomodation required for the trade of the Port remains to be considered. Mr. Ormiston has submitted eleven comparative estimates of the cost of completing, or partially completing, the Elphinstone Dock Estate with wet docks or tidal basins. The question we have considered is whether it is desirable to proceed with the the entire scheme, including two wet docks or basins, the Musjid and the Elphinstone, and the whole harbour frontage between them, at once, or to undertake only a portion of the scheme, to commence with. We may premise that, with a view to afford some dock accomodation at the earliest possible date, we are all agreed that the smaller, or Musjid Dock, must, in any case, be constructed, as it is

likely to be completed in three years less time than the Elphinstone Dock.

15. The Musjid Basin and its frontage would, with the Elphinstone frontage, but without the Elphinstone Basin, give berth space for only nineteen vessels. The P. & O. Company, who intend to use docks or basins, state that they would require constant berthage for four vessels, equal to about half of the Musjid Basin. The British India Company would also, it is understood, be glad to use the docks, and they would require a like frontage. Say that these two companies alone will constantly require wharf space for nine 250-feet vessels, if the Musjid Basin and Elphinstone frontage alone were undertaken, there would remain only ten berths available for the remainder of the shipping.

16. The Master Attendant has furnished a statement of the arrivals of square-rigged vessels in the two years ended 31st March last. These show that 749 vessels arrived in 1871-72 and 713 in 1872-73 (see Appendix A). It is considered that ten berths, representing 140 vessels per annum, would be wholly inadequate to meet the wants of the general trade.

17. It is our opinion that if sufficient accommodation be provided, and if the charge be moderate, every ship and steamer will come into a dock in preference to discharging and taking in cargo in the stream, and we, therefore, recommend that the whole scheme, including the Elphinstone Dock, be carried out, while, of the alternative schemes submitted by Mr. Ormiston, we, on the whole, prefer that which provides a wet dock on the Elphinstone site and a tidal basin on the Musjid site,—both to be fourteen feet deep at low water, and the dock to impound twenty-five feet at neaps, and the channels to be twelve feet at low water.

18. The estimated cost of these works, omitting the Elphinstone Channel, is £852,064. This sum includes seven per cent. for establishment, which is the rate recommended by Mr. Ormiston to be added to his estimates to meet this charge. These works would give 10,440 lineal feet of wharf walls, which would suffice for the accomodation at one time of 41 vessels, each 250 feet long.

19. On the assumption that half the number of vessels using the docks would be ships, and half steamers, and that

the former would remain thirty and the latter twenty-one days in dock, 50 vessels could be accomodated each month, or 600 vessels in each year.

20. Some deduction would have to be made from this number for those months of the year in which fewer vessels enter the Port than the proposed dock and basin would accommodate. The returns before alluded to show that, taking the average of the past two years, the deduction will be 15 vessels.

21. A further deduction should be made on account of vessels that may use Messrs. Sassoon's dock, now in course of construction. This dock will accommodate six vessels at once, or say 80 vessels (steamers and sailing vessels alternately) per annum. Its position is not, we consider, so favourable as the Elphinstone Docks, because of its distance from the native town, and because of the difficulty of making the entrance during the south-west monsoon. On the other hand, it has the advantage of being close to the Colaba Presses, and some vessels, during the busy months, might use it in preference to the Elphinstone Docks. But, seeing that the proposed Elphinstone Docks will *not* accommodate the whole of the square-rigged vessels entering the Port if they demand inside berths, it is considered that half of the vessels that the Colaba Dock can find berthage for, say, 40, is a sufficient deduction to make from the number calculated upon at the Elphinstone Docks.

22. There would thus remain 545 vessels of 1,000 tons each to be dealt with in the Elphinstone Docks.

23. Taking the net revenue from each vessel, as shown in para. 9, at Rs. 1,200 each, the annual revenue would be Rs. 6,54,000, which, calculating interest at 4½ per cent., represents a capital of Rs. 1,45,33,333—a sum Rs. 60,12,693 in excess of the estimated cost of the docks. This is considered ample security to cover any error in the estimate of tonnage or in the cost of the work.

24. In the calculation of tonnage that would use the docks, no account has been taken of large native-built vessels. At present these load and unload in the stream. The weight of cargo which they carry is shown by Appendix B to be 233,781 tons, and it is anticipated that a considerable

portion of this cargo will come to the open Musjid Basin. It forms an additional inducement, if such be needed, for the completion of these works in their entirety.

25. The effect of the closed docks on the health of sailors and others frequenting them, and on the health of the native town, is dealt with by Mr. Ormiston in his letter No. $\frac{92}{6}$, dated 19th September 1873, and need not therefore be referred to here.

(Signed) J. K. BYTHELL, Trustee.
„ W. G. HALL „
„ G. F. HENRY „
„ H. P. LeMESURIER „

Bombay, 29th Sept. 1873.

DISSENT.

1. In recording our dissent from the course of action proposed by the Committee, we do not wish to be understood as expressing the opinion that the system of wet docks, which they recommend, may not ultimately be found well suited for the requirements of the harbour. We consider, however, that a wet dock of moderate size should be constructed in the first instance, and that the future extension of dock accommodation should proceed in accordance with the ascertained wants of trade, guided by the experience which cannot fail to be acquired during the execution of the first undertaking.

2. Doubts have been expressed by men, whose opinion is entitled to respect, as to the financial success of a large system of docks, and objections have also been raised to wet docks (with impounded water) on sanitary considerations; we do not altogether endorse these opinions, but we think it would be imprudent to ignore them.

3. As regards the financial question, the first point to be considered is the estimate of cost. This has been carefully worked out by Mr. Ormiston, who has much experience of the Bombay rates for work. He believes the rates adopted by him are such as would be accepted by a contractor. The estimate of cost appears to us a part of the scheme which may be accepted with full confidence.

4. The second financial consideration is how far the docks will prove remunerative. Here we find the greatest differ-

ence of opinion: some authorities believe all vessels will use docks, and others that vessels would rather remain in the stream. The balance of argument appears to us to be in favour of the supposition that, after most voyages, vessels would be willing to pay the dock dues which it is proposed to levy, but that not unfrequently, when laden with special cargoes, such as coal and timber, or when likely to be detained in port, they would prefer the open harbour.

5. At present there are seven boat-basins on the Elphinstone Estate. Commencing from the south, there are the Carnac and Nicol basins, usually crowded with boats and lighters bringing miscellaneous cargoes; the Musjid Basin, in which an immense grain trade is carried on; and the Elphinstone Basin, set aside chiefly for coal, hay, and building materials.

6. The two last-named are the site of the proposed docks, and when the docks are commenced, we must make arrangements for accommodating in the other basins and at Mody Bay the three hundred thousand tons of goods and materials for which they now form the entrepot.

7. We recommend the Trustees not to attach too much importance to the supposed increase of value which the construction of docks would give to the Elphinstone Land Estate. It is on the boat-basins bordering this estate that the largest portion of the trade of Bombay is at present carried on, and we see no adequate reason for assuming that to turn the Elphinstone and Musjid boat-basins into docks will have any *extraordinary* effect on the value of the land.

8. Captain Methven, of the Peninsula and Oriental service, in one of the best minutes on the subject of wet docks, which has been published, says:—"Warehousing will not be used as in England; the conditions of the trade of the Port are different, and goods will continue to be largely stored throughout the native town in the homes of the people."

9. The experience of the Traffic Department of the Elphinstone Estate during the six years which have elapsed since Captain Methven wrote, fully confirms his opinions. It is, we think, principally from the sale of land for house-building purposes, and not for warehouses, that we must expect to realize a return. The land required for warehouses has, to a considerable extent, been already taken up.

10. The wharves of the Nicol and Carnac basins are occupied by the Port Trust warehouses and sheds. A branch

custom-house has just been finished on the Carnac wharf. If docks were made, these warehouses and sheds might require shifting, but a very moderate addition to their extent would probably suffice. There is a large trade in pressed cotton now carried on at Colaba, which may be diverted to the docks ; but these bales are detained a very short time on the wharf, and do not require to be warehoused. The bonded warehouse at the Custom House Basin in the Fort, which cost five lakhs of rupees, and brings the Trustees a good revenue, may become useless, and a new bonded warehouse be required at the docks.

11. These, we think, are the principal changes which can be accurately foreseen.

12. The records of the Dock Committee of 1867 show that the Commodore commanding the station, three experienced commanders of Peninsula and Oriental steamers, and all the medical officers consulted, were opposed to wet docks on sanitary grounds.

13. Captain Graham says :—" I have known Bombay for ten years. An objection to docks is their unhealthiness from stagnation of the enclosed water. The London docks are very offensive." Wet docks, according to Captain Methven, would turn the foreshore into an intolerable nuisance, and the Elphinstone Estate into a " veritable Wapping."

14. Mr. Ure, Resident Engineer of the Clyde Trust, in a passage quoted by Mr. Ormiston, recommends tidal basins at Glasgow, because, among other reasons, " the water in a basin, being frequently changed, will not be likely to be so offensive as that in the more stagnant condition of a dock."

15. We do not wish to be understood as accepting these opinions ; on the contrary, we believe that, with the measures and precautions detailed in Mr. Ormiston's report, dated 19th September 1873, the sanitary objections would disappear ; but it seems desirable that we should obtain more full information regarding the sanitary precautions found requisite for docks in Europe. There are officers, now in England, well acquainted with this harbour, to whom such an enquiry might be entrusted, and the best possible practical test would, we think, be the construction of the Musjid Wet Dock, with the channel as proposed by the Committee.

16. In estimating the extent of berthage which this dock would supply, we do not see why we should only reckon

on the inside berths being filled. Mr. Ormiston said to the Committee of 1867 regarding the Elphinstone Dock:—"There would be inside berths for 22 ships, but of course there would be more than that in the dock at a time; the dock would be able to accommodate 10 ships to the acre that is, 300 altogether."

17. Allowing only two ships to one acre, the Musjid Dock would give berths for 16, and 8 could lie on the frontage, or 24 in all.

18. We think that a dock of this size could not fail to answer financially, as it would probably be almost entirely taken up by steamers.

19. If the Musjid Wet Dock does not answer on sanitary grounds, it can be turned into a tidal basin with twelve feet at lower-water springs by removing the gates and a portion of the head walls. The amount of shipping of moderate draft which frequents this harbour would be sufficient to occupy such a tidal basin.

20. If the Elphinstone Wet Docks were constructed and hereafter found open to the above objection, it could also be turned into a tidal basin; but there is no demand for such an extent of *shallow* basin for square-rigged craft. Ships drawing twenty feet of water would not be satisfied with only twelve to fourteen feet of water at low tide, and a less expensive system would answer equally well for native craft; the latter would certainly not pay the proposed dock dues.

21. Mr. Ormiston's original scheme provided deep tidal basins with twenty feet at low-water springs, and a channel of the same depth running to the north of Cross Island. As this channel might be difficult to open, and expensive to maintain, it has been considered by all the engineers who have seen the project that an experimental channel should be dredged before undertaking works which would be dependent on this line of approach.

22. It may be that the objections to wet docks are well founded, though we do not think they are; and it is not improbable that the experience acquired in dredging in front of the Musjid Dock (to which, as before stated, we would at first limit operations) may prove that Mr. Ormiston is right in the opinion he confidently maintains, that the opening of a deep channel to the north of Cross Island is not difficult. In such circumstances we may find that a deep tidal basin on the Elphinstone site, with its corresponding channel, is

not merely a practicable scheme, but the only method by which large vessels can be accommodated with deep-water berthage, under conditions not prejudicial to the health of the crews and of the neighbourhood.

23. On these various grounds, therefore, we recommend the Trustees to construct a moderate-size wet dock only at present, and to reserve the site of the present Elphinsto he boat-basin for a dock or basin of such shape, size, and deptu as subsequent experience may indicate. The cost of the Musjid Dock, including the Musjid frontage, would be about thirty lakhs.

24. We are of opinion that were the works to be undertaken by a private company, this is the course they would pursue.

H. BALLARD, Col., R.E., Chairman.
H. F. HANCOCK, Lieut.-Col., R.E., Trustee.

Bombay, 2nd October, 1873.

APPENDIX A.

ABSTRACT of Arrivals during the Official Years 1871-72, 1872-73.

Year 1871-72.	No. of Ships and Steamers.	Tonnage.	Year 1872-73.	No. of Ships and Steamers.	Tonnage.
April 1871	77	75,736	April 1872.....	82	76,802
May ,, ...	75	83,811	May ,, ...	69	71,723
June ,, ...	48	43,199	June ,, ...	64	65,409
July ,, ...	39	38,981	July ,, ...	47	45,594
August ,, ...	51	42,092	August ,, ...	41	37,644
September ,, ...	46	41,724	September ,, ...	45	42,637
October ,, ...	65	60,178	October ,, ...	47	47,220
November ,, ...	55	65,146	November ,, ...	49	58,155
December ,, ...	70	63,641	December ,, ...	55	51,400
January 1872	75	76,439	January 1873.....	70	67,987
February ,, ...	64	66,925	February ,, ...	61	67,751
March ,, ...	84	87,671	March ,, ...	83	82,817
Total.....	749	735,543	Total.....	713	715,138

W. L. SEARLE,
Deputy Conservator and Master Attendant.

Deputy Conservator's Office, Bombay, 16th August, 1873.

APPENDIX B.

STATEMENT showing the Tonnage of Goods imported by Square-rigged Vessels, Steamers, Country Craft in the Stream, and small Coasting Country Craft, from 1st April 1872 to 31st March 1873.

Description of Goods.	Goods imported by Square-rigged Vessels and Steamers.	Goods imported by Country Craft in the Stream.	Goods imported by small Coasting Country Craft.	Total.	Remarks.
ELPHINSTONE ESTATE.					
Jagree	2,000	...	9,250		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Cotton	1,313	2,700	2,000		Do. do. do.
Grain	85,034	17,000	23,000		All square-rigged vessels' cargo is taken to Carnac Bunder, and by Country Craft to Musjid Bunder; fees at each Bunder taken separately, and quantities calculated accordingly.
Wool	2,379	5,000	...		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Sugar	16,820	...	...		Totals arrived at from wharfage fee collections.
Sundries, Coffee, Copra, Dates, Munjit, &c.	77,619	43,000	59,000		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Ghee	232	...	300		Do. do. do.
Iron and Metals	10,383	...	...		Totals arrived at from wharfage fee collections.
Machinery	12,559	...	...		Do. do. do.
Timber	309	65	4,416		Do. do. do.
Commissariat Stores	6,590	...	200		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Coal	33,831	...	...		Totals arrived at from wharfage fee collections.
Laddy Stones and Chunam	...	8,000	26,921		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Firewood, Bamboos, and Rafters	...	...	64,835		Totals arrived at from wharfage fee collections.
Bricks and Tiles	...	...	18,508		Do. do. do.

Hay and Straw	...	...	25,073		Do. do. do.
Sand	...	...	47,721		Do. do. do.
Earthen Pots, Fruits and Vegetables	...	...	21,750		Do. do. do.
Salt	...	...	23,153		Do. do. do.
Paddy	...	...	6,508		Do. do. do.
Country Spirits	...	...	2,835		Do. do. do.
Baggage	...	...	500		Totals arrived at from wharfage fees.
	249,069	25,765	336,570		
				661,404	
TOWN CUSTOM HOUSE.					
Piece Goods, Woollen, Twist, and Yarn.	32,377	...	...		Totals arrived at from wharfage fee collections.
Haberdashery, Oilman's Stores, Sugar, Spirits, Hardware, Glassware, &c.	47,001	...	...		Totals arrived at from wharfage fees.
Copper	2,513	...	...		Totals arrived at from wharfage fee collections.
Spelter	599	...	...		Do. do. do.
Ingots of Copper	13	...	...		Do. do. do.
Chinaware	58	...	...		Do. do. do.
Rattans	44	...	...		Do. do. do.
Sandalwood	122	...	...		Do. do. do.
Government Stores	7,000	...	...		Totals arrived at from wharfage fees.
Sundries, P. Goods, Cloves, Elephant Teeth, &c.	...	12,000	...		Do. do.
	90,327	12,000	...		
				102,327	
APOLLO RECLAMATION.					
Cotton	...	4,440	10,000		Do. do. Division is made according to opinion of Traffic Manager.
Wool	...	1,053	...		Totals arrived at from wharfage fee collections.
Stones	...	196	...		Do. do. do.
Firewood, Hay, and Straw landed at Todd Bunder	...	...	396		Do. do. do.
	...	5,689	10,396		
				16,085	
Carried over.....	339,396	93,454	346,966	779,816	

Description of Goods.	Goods imported by Square-rigged Vessels and Steamers.	Goods imported by Country Craft in the Stream.	Goods imported by small Coasting Country Craft.	Total.	Remarks.
Brought forward	339,396	93,454	346,966	779,816	
APOLLO & MAZAGON BUNDERS.					
Ice	2,669	...	...		Totals arrived at from wharfage fee collections.
Stores, Provisions, and Baggage	3,286	...	...		Do. do. do.
Chunam and Sand	...	...	5,768		Do. do. do.
	5,955	...	5,768		
				11,723	
COLABA LAND COMPANY'S BUNDERS (Including Jamsetjee Bunder).					
Glassware, Earthenware, Matches.....	15,000	...	...		Estimated.
Beer and Sundries		7,000	...		Do.
Cotton and Wool...	...	...	5,000		Do.
Unpressed Cotton	...	...	9,000		Do.
Hay, Firewood, and Seed	...	...			
	15,000	7,000	14,000		
				36,000	
MAZAGON LAND COMPANY'S BUNDER.					
Timber	16,228	...	...		Totals arrived at from Town Duty Records.
Coal	5,000	...	...		Estimated.
Malabar Teak.....	...	1,000	1,873		Totals arrived at from Town Duty Records.
Firewood.....	...	...	25,000		Estimated.
Chunam, Sand, and Grass	...	...	2,000		Do.
	21,228	1,000	28,873		
				51,101	

FRERE LAND COMPANY'S BUNDERS.					
Timber	2,032	...	...		Totals arrived at from Town Duty Records.
Coal	30,000	...	...		Estimated.
Hay and Firewood	...	...	4,000		Do.
	32,032	....	4,000	36,032	
TANK BUNDER.					
Rangoon Teak	3,938	...	...		Totals arrived at from wharfage fee collections and Town Duty Records.
Malabar Teak	...	11,906	...		Do. do. do.
	3,938	11,906	...	15,844	
MODY BAY.					
Baggage	...	1,778	...		Totals arrived at from wharfage fee collections.
Sand	...	...	7,071		Do. do. do.
Chunam	...	...	1,869		Do. do. do.
Clay	...	...	12		Do. do. do.
	...	1,778	8,952	10,730	
G. I. P. RAILWAY COMPANY.					
Coals	97,610	...	...		
Materials	3,904	...	...		
				101,514	Ascertained from the Landing Contractor of the Company.
B. B. & C. I. RAILWAY COMPANY.					
Coal and Stores	5,679	...	...		Totals arrived at from records, undersigned having contract from the Railway Company.
				5,679	
GOVERNMENT COALS, COLABA.					
Coals	6,351	...	...	6,351	Information obtained from Marine Storekeeper.
Total Tons	531,093	115,138	408,559	1,054,790	

Coal imported by the British India Steam Navigation Co., 13,919 tons. This information is furnished by Mr. Gordon, of Messrs. W. Nicol & Co.
Coal imported by the P. and O. Steam Navigation Co., 18,000 tons. Do. do. by Mr. Newell, Dock Master, P. & O. Co.

STATEMENT showing the Tonnage of Goods exported by Square-rigged Vessels, Steamers, Country Craft in the Stream, and small Coasting Country Craft, from 1st April 1872 to 31st March 1873.

Description of Goods.	Goods exported by Square-rigged Vessels and Steamers.	Goods exported by Country Craft in the Stream.	Goods exported by small Coasting Country Craft.	Total.	Remarks.
ELPHINSTONE ESTATE.					
Coal	15,949	...	5,000		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Grain	10,233	30,000	5,000		Do. do. do.
Metals	4,823	6,000	3,000		Do. do. do.
Copra, Dates, Jute, P. Goods, &c.	80,797	70,000	19,430		Do. do. do.
Cotton	11,768	...	...		Totals arrived at from wharfage fee collections.
Wool	389	...	...		Do. do. do.
Baggage	186	2,868	...		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Commissariat Stores	1,000	...	..		Do. do. do.
	125,145	108,868	32,430		
TOWN CUSTOM HOUSE.				266,443	
Opium	2,535	...	...		Totals arrived at from our books and wharfage fee collections.
Cotton	5,513	...	...		Do. do. do.
Wool	948	...	...		Do. do. do.
Seeds	2,218	...	...		Do. do do.
Sugar, P. Goods, Shark-fins, &c.	18,119	8,000	...		Totals arrived at from wharfage fees. Division is made according to opinion of Traffic Manager.
Commissariat Stores	2,016	...	...		Totals arrived at from our books and wharfage fee collections.
	31,349	8,000	...		
APOLLO RECLAMATION.				39,349	
Cotton	4,681	...	...		Totals arrived at from our books and wharfage fee collections.
				4,681	

APOLLO AND MAZAGON BUNDERS.					
Stores and Provisions	5,318	...	...	5,318	Totals arrived at from our books and Wharfage fee collections.
COLABA LAND COMPANY'S BUNDERS (Including Jamsetjee Bunder).					
Wool and Cotton	133,000	...	...		Estimated.
Sundries	4,000	...	...		Do.
	137,000	...	...	137,000	
MAZAGON LAND COMPANY'S BUNDERS.					
Old Iron	2,000	...	...		Estimated.
Firewood to Coorla	...	...	1,899		Do.
	2,000	...	1,899	3,899	
FRERE LAND COMPANY'S BUNDERS.					
Coal	9,000	...	...		Estimated.
Timber	...	...	1,000		Do.
	9,000	...	1,000	10,000	
MODY BAY.					
Baggage	...	1,775	...		Totals arrived at from our books and wharfage fee collections.
Coal	...	...	28		Do. do. do.
State Railway	...	...	487		Do. do. do.
	...	1,775	515	2,290	
GOVERNMENT COALS, COLABA.					
Coals	10,063	...	...	10,063	This information obtained from Marine Storekeeper.
Total Tons	324,556	118,643	35,844	479,043	

Imports in square-rigged Vessels ..... 531,093 tons.
Exports do. ..... 324,556 ,,
Total ..... 855,649 ,,

Imports in large Country Craft ..... 115,138 tons.
Exports do. ..... 118,643 ,,
Total ..... 233,781 ,,

(Signed) J. RYAN, *Traffic Manager, Port Trust Bunders.*

No. 102.

ELPHINSTONE CIRCLE, BOMBAY, 16*th October* 1873.

Excerpt from the Proceedings of a meeting of the Trustees of the Port of Bombay held on 16*th October* 1873.

Considered report of the Committee appointed on 3rd July, to take into consideration the various proposals for providing deep water for vessels by means of Docks or Piers. The report is dated 29th September 1873, and is signed by Messrs. Bythell, Hall, LeMesurier and Captain Henry, and recommends for reasons given, that the construction of a tidal basin on the "Musjid" site and of a Wet Dock on the Elphinstone site be immediately undertaken. It further recommends that the decision as to which Channel of approach shall be used, should remain in abeyance until the result of the dredging operations in front of the proposed Dock be seen, and states that whilst the Mody or lateral Channel is, practicable the Elphinstone or north Channel is, apart from the question of maintenance, preferable. The estimated cost of these works, omitting the Elphinstone Channel, is £852,064.

Considered dissent from this report, dated 2nd October, signed by Colonels Ballard and Hancock. This dissent recommends the immediate completion of only a Wet Dock on the "Musjid" site, and that the site of the Elphinstone Basin be reserved for a Dock or basin of such shape size and depth as subsequent experience may indicate.

The cost of the smaller Dock, including the Musjid frontage, is estimated at 30 lakhs of Rupees.

RESOLUTION.—The report of the Committee is accepted and approved. Government to be requested to grant the

money required to carry out the entire scheme for Elphinstone Dock and Musjid Basin, free of interest, until the works are completed.

(True Excerpt.)

G. MANSON, Offg. Secretary.

BOMBAY, 17*th October*, 1873.

To the OFFICIATING SECRETARY of the BOMBAY PORT TRUST.

SIR,—A resolution of the Trustees to recommend to Government the adoption of the scheme set forth in the report of the Committee on Wet Docks, drawn up by Messrs. Bythell, Hall, Henry, and LeMesurier, was yesterday carried by a small majority.

2. I do not feel competent to criticize the estimate of the cost of the proposed work, but I am strongly of opinion that the estimated receipts have been framed on much too liberal a basis.

3. But the point on which I so seriously differ from the abovementioned gentlemen, is thus briefly disposed of in para. 25 of their report:—

"The effect of the closed docks on the health of sailors and others frequenting them, and on the health of the native town, is dealt with by Mr. Ormiston in his letter No. $\frac{92}{6}$, dated 12th September 1873, and need not, therefore, be referred to here."

4. I do not intend to enter into a long sanitary discussion, but I wish to state that I have carefully read and considered much that has been recorded on this subject, and have discussed the matter with those on whose judgment I place reliance. After fully weighing all that can be urged on both sides, I desire to place on record that, if the scheme, as sanctioned by the Trustees yesterday, is carried out, the results will, in my opinion, be most disastrous to the health, not only of the sailors and others frequenting the docks, but to the health of the town and island of Bombay generally. This being my firm conviction, I must decline to share the responsibility of any works which will, in my opinion, annually kill hundreds of persons in the town and island of Bombay, who would otherwise live, in order that the trade of the place may be fostered, engineering schemes on a large scale carried out, or the value of the Elphinstone Land Estate increased.

5. Against the decision arrived at yesterday I wish, therefore, to enter my protest, which I beg may be attached to the proceedings.

6. The dangers I anticipate would be reduced to a minimum, and could at any time be averted, were the proposal contained in the dissent of Colonels Ballard and Hancock adopted. For if, as stated in para. 19 of their dissent, the Musjid Wet Dock, proposed by them, did not answer on sanitary grounds, it could be turned, without financial ruin, into a tidal basin with 12 feet at low water springs, by removing the gates and a portion of the head walls. Para. 20 of their dissent will show that a like change could not be effected in the Elphinstone Wet Docks without financial ruin.—I have the honour, &c.,

E. W. RAVENSCROFT,
Bombay Civil Service, and Member of the Port Trust.

BOMBAY, 29*th October*, 1873.

To the SECRETARY, PORT TRUST.

SIR,—The letter of Mr. Ravenscroft of the 17th instant, recording his objection to the scheme set forth in the report of the Wet Dock Committee, has engaged our best attention.

It would appear that Mr. Ravenscroft considers that the sanitary question has been but briefly disposed of by the Committee. This is far from being the case. We have weighed most carefully the facts bearing upon the health of the docks, and we are satisfied—

1st.—That, taking into consideration all the conditions—not the least important among which is the comparatively small number of men who compose the crews of the present steamers—it will be possible to keep the Elphinstone Dock and the whole area of the Trust premises perfecty wholesome, if wise and proper measures are adopted.

2nd.—That if the present sewage outfall at Carnac Bunder is abolished, the dock quarter properly laid out, and a proper system of conservancy established, keeping in view the elaborate information placed before us by Mr. Ormiston, the locality would be more healthy than any part of the native town bordering on the Trust property.

With regard to the accommodation provided by the proposed scheme in its entirety, we would again very strongly

urge that it is not more than sufficient for the present trade of the Port; and that, save for some great or unexpected catastrophe, the proposed dock and basin will, in the course of the next ten years, be found to be inconveniently small.

We are of opinion that the conditions upon which Colonel Ballard and Colonel Hancock have based the opinion conveyed in the 9th para. of their memo. of dissent, have been materially modified within the last few years, and will shortly cease to exist—particularly if the Wet Dock scheme is carried out; and that the system of warehousing in the native town, alluded to by Captain Methven, will not continue under the altered circumstances.—We are, &c.,

GEORGE F. HENRY,
JOHN K. BYTHELL,
H. P. LEMESURIER,
W. G. HALL,
} Trustees.

MEMORANDUM ON WET DOCKS.

Having joined the Port Trust too late to take part in the discussions on the subject of docks, and having, after considering the papers on the subject, including the reports of the majority and minority of the Committee, been unable to agree fully with either, I take the liberty of putting my views before my co-Trustees.

2. I differ from the Committee as to the scheme of improvement which should be recommended to Government for adoption, though with the general views on which a further expenditure of money is recommended to make the property of the Trust remunerative I fully concur.

3. On reading over the two reports I at first decidedly favoured the conclusions come to by the minority of the Committee, as it promised to furnish a fair amount of dock accommodation at a minimum of expense. On going into the figures, however, it seems to me that the minority have much over-estimated the accommodation to be afforded by the Musjid Dock. This is given in the report as furnishing berths for 24 vessels. The dock, however, will be but 1,000 feet long* and 340 feet wide, it will therefore give accom-

* The Musjid Basin would be 1,140 feet long, but if a dock be made there, space will be required for the gates, and the dock, Mr. Ormiston tells me, will be 1,000 feet long.

modation for only nine vessels of 250 feet, or seven steamers of an average length ; indeed there may be at times seven steamers in port which could not be accommodated, as they might average over 330 feet in length. The minority had depended on outside berths being occupied, but with so small a dock this would be, I think, impossible ; a steamer's deck is so filled with her machinery and its coverings, donkey engines, &c., besides her usual ship's hamper, that I do not think it would be possible to work on a staging over it. Were there space enough to allow the vessels in the inside berths to lie at a short distance from each other, then another lying outside might be discharged over a staging running between the inner ships, but the length of the Musjid Dock will frequently allow only three steamers to lie on a side if placed close together ; and furthermore, the discharging in this way would be comparatively slow, and a great portion of the advantage of the dock lost to the vessel. Then, again, the length of the vessels is taken by the Committee at an average of 250 feet, but in these calculations it will not do to take an average : if the general opinion be correct, that steamers will be the first to make use of the docks, we shall, if we base our calculations on 250 feet to a vessel, find ourselves very much out. The average length of the Canal steamers in port and now on the way to Bombay is 290 feet, the average length of the P. & O. ships in harbour and bound to this port is 373 feet, of the B. I. S. N. Company 264 feet,—making an average in all of 308 feet. Throwing out the small Kurrachee steamers of the B. I. S. N. Company, we have an average of 317 feet,* not counting the troop-ships, which are 360 feet long. Seven berths seems, therefore, the largest number which can be depended on inside. There remains, therefore, only the berths in the frontage of 1,000 feet, which would accommodate three to four vessels : the minority of the Committee had allowed for inside and outside berths being taken here too : the channel is, however, so narrow, and the current so strong, that I think only inside berths would be safe at any time ; and, as at some seasons there will be a swell of two feet, I think that even these three or four berths cannot be depended on.

4. The result of my calculations is that the Musjid Dock

* All these lengths are "over-all" ; that is, the lengths of the berths the steamers will require in the dock.

will be only large enough to accommodate the P. & O. and the B. I. S. N. Companies, and that it would only be used by those Companies on the understanding that they had all the inside berths allowed them, and that no vessels were discharged over them. There would remain, therefore, for the general trade of the port the outside berths, where discharging and loading would necessarily be slow, and the three or four berths in the frontage, which would not be safe berths for vessels during a portion of the year. This cannot be called *accommodation* for the trade of the port, nor could it be any test of the willingness of ship-owners or masters to use docks. We cannot expect docks to be used here unless we have sufficient accommodation to enable ship-owners and charterers to depend on getting their vessels into dock; if there be much uncertainty about it, charters and engagements will necessarily be made at home for vessels to be discharged and loaded here in the stream. Again, to draw the steam traffic, it is necessary to have a dock of sufficient size for a steamer to enter at once on arrival, even though she waits a day or two for an inside berth. A steamer needs all her time when in port for cleaning and repairing her engines and boilers; and immediately on dropping her anchor the fires are drawn and the machinery taken to pieces; the cases would be very rare when a steamer would lie even 24 hours to enter a dock if she must use her own steam; and yet with the narrow channels, the strong currents, and the fresh breeze off the land generally blowing near the docks, it would be awkward handling a long steamer with tugs. Accidents for which the Trust would be liable would not be improbable.

5. There are further objections to so small a dock:—

1.—It will be too small to allow a steamer to turn, and she must back in or out; this is not a vital point, but with a strong current running at the mouth of the dock, and a narrow channel, it is objectionable.

2.—It will be too small to allow division of the dock space into places for special sorts of cargo. Coal would need to be discharged by the side of articles which might be much damaged by coal dust.

3.—It will be so small as to increase the danger in case

of fire on account of the difficulty there will be of handling long vessels in so narrow a space.

6. It seems to me, therefore, that if anything be done to furnish the trade with dock facilities, it must be by building the Elphinstone Dock. This would furnish ample facilities for the trade of the port and that without unnecessary expense; and here I would call attention to the long time named by the Committee in the calculation for the number of days to be allowed steamers and ships to lie at the dock side, viz., 21 days and 30 days respectively. Colonel Fraser, in his "Second Memorandum on the Bombay Reclamations," states, that in consultation with the Committee of the Chamber last year, it was decided that 15 days was a fair average for a vessel to lie at her berth in dock, and I think this quite long enough—it certainly is for an inside berth. The Elphinstone Dock will have a lineal length of inside wall of 5,700 feet, and it will give facilities for 22 inside berths for vessels of 250 feet; we should not count, however, on more than 20 of the ordinary sizes or 40 per month; by leaving space between the steamers, outside berths would be available, and 60 might be accommodated though not well; we have then the frontage, which would accommodate 14 per month more, at certain seasons of the year. This would supply accommodation for all our present trade which can be expected to use the docks, except perhaps for a month or two just before the monsoon. As ships with timber, with coal for the P. & O. and B. I. S. N. Companies, with coal and material for the B. B. & C. I. Railway, in all about 100,000 tons will not use the docks—certainly not at first—the whole of the trade wishing to use the docks would probably be accommodated.

7. The large dock has other advantages:—

1.—It will allow ample room for cargoes of different goods to be landed at different parts of the dock, so that one will not injure the other.

2.—It will allow ample room to handle a ship in time of fire, and thus allow a more favourable rate of insurance.

3.—It will be large enough to receive steamers im-

mediately on arrival, letting them lie in the middle of the dock, if necessary, until a berth be ready.

4.—It leaves the present trade in Musjid Bunder uninterfered with while the dock is being built.

5. It will tend to bring the land estate of the Trust into demand, and greatly increase its value.

8. These advantages seem to me conclusive in its favour if it can be shown that the interest on the expenditure to build the Elphinstone Dock will be covered. I think there can be no doubt of this.

The cost of the Elphinstone Dock with its frontage and its channels will be Rs. 55,00 000,* the interest on which at 4 per cent. will be.....	Rs.	2,20,000

Taking as a basis the low data on which the figures of the Committee are based—

500 Ships out of a total of 713 entered the port in 1872 will give an income of	Rs.	6,00,000
350 Ships or half the total number will give	„	4,20,000
350 Ships (half the number) at Rs. 1 instead of Rs. 1½ per ton for cargo will give	„	3,50,000
350 Ships (half the number) at 10 annas (half the rate calculated on by the Committee) will give.	„	2,36,000
200 Ships (a little more than one-fourth our shipping) at the proposed rate of 1½.....	„	2,40,000
The P. & O. and B. I. S. N. Companies alone will pay an income of	„	3,18,000

If we take the steam trade alone, we have the following figures:—

Taking arrivals of Canal steamers on basis of last year we shall have a total of 391 steamers. On the Committee's data, which is very low for steam alone, we should have an income from steamers—		
391 (or all) will pay.....	Rs.	4,69,200
195 (or half) will pay	„	2,34,600
But the cargo of steamers in and out ought to be placed at 2,000 tons at the very least; many will bring and take double that; on this basis 391 steamers will pay	„	6,45,000

* I have deducted from Mr. Ormiston's estimate Rs. 3,00,000 for sheds and Rs. 50,000 for shears, both of which should pay for themselves and not be a charge on the dock—3,50,000 + 10 per cent. + 7 per cent. = 4,11,950. Rs. 58,64,530 — 4,11,950 = Rs. 54,52,580, say 55 lakhs. It must be remembered, too, that of the 55 lakhs, 10 will be spent in cranes, &c., which will not be wanted till the dock is completed, when we shall pay interest; only 45 lakhs, therefore, will be asked of the Government of India as a loan without interest.

Throwing out the P. & O. Company and the B. I. S. N. Company, and taking only the Canal steamers at 1,200 tons register and 2,000 tons cargo, a low estimate for both out and in, we have 131 steamers† paying.....	Rs.	2,20,000
If we take the P. & O. and the B. I. S. N. Companies alone, leaving out from the latter their small steamers running to Kurrachee and the Persian Gulf, and putting the cargoes on actual amounts carried, we shall have an income of ..	„	2,47,575

All the above figures are net, 40 per cent. for expenses having been deducted.

9. When the income from our two large Mail Companies, the representatives of both of which have expressed a wish for docks, and a determination to use them if made, will be more than enough to pay the interest on the cost, and in addition we have a large fleet of steamers coming to the port whose interest it must be to use the docks, it seems to me as sure as anything in this world can be, that an income sufficient to cover interest on the expenditure can be depended on.

10. As compared with the proposal of the minority, this scheme gives ample facilities for the trade which that does not. It further gives a better promise of an income on the cost of 55 lakhs than the Musjid Dock scheme gives of an income on 30 lakhs; while the former if a success will pay a very handsome profit, the latter can never bring in much more than a fair interest. Again, if the small dock be made and proves a benefit to trade, we must wait 7 years longer for the completion of the Elphinstone Dock, or 11 to 12 years from the present time before the trade can be accommodated—whereas by the present proposal the trade in 7 years will have full accommodation.

11. As compared with the proposal of the majority, it gives all the facilities of that, excepting as regards the native craft, while it saves 30 lakhs in expenditure; it gives too the same advantage to the value of the land estate of the Trust which the execution of the full scheme would do and without any unnecessary expense. It seems unwise to ask Government for the whole 87 lakhs unless it is necessary, or unless the return on the larger sum will be greater than on the 55. The reverse will, in my opinion, be the case.

12. The Government of India in its Resolution of 1st

† That is 3 per month less than the Musjid Dock would accommodate.

July 1873 states that it does not expect a certainty of the interest being covered, but it wishes to be approximately safe; I cannot help believing that the above figures will be more than satisfactory. It further expresses a preference to not carrying out the whole scheme at first; here too the proposal I make will accord, I think, with its views; to be sure we shall be spending nearly two-thirds of the cost of the whole scheme, but surely it is better to spend two-thirds with a certainty of payment of interest and a probability of a handsome increase, than one-third with only the probability of the interest being paid and no opportunity of development except by waiting 7 years longer for the construction of the whole work at a further expenditure of the whole balance of the original sum.

13. I do not, therefore, agree with the minority or the majority of the Trustees; in the one case we should spend 30 lakhs for what will not begin to accommodate the trade, and we shall be under the necessity of taking seven years more and of spending 55 lakhs more to give proper dock accommodation, and when the 85 lakhs and eleven years are spent, we shall be no better off than we shall be at the end of seven years if we spend 55 lakhs now. Furthermore, the probability of the Elphinstone Dock paying interest on its cost is greater than of the Musjid paying on the smaller cost, as the very limited accommodation of the latter will prevent owners and charterers from calculating on dock accommodation.

14. The scheme proposed by the majority of the Committee if carried out will probably pay interest, but it will not, in my opinion, pay so well as the Elphinstone Dock alone, as the Musjid Basin will only be used by coasting steamers and large native craft; in regard to the former we shall have the Sassoon Dock competing with us, and in regard to the latter we shall have a great deal of prejudice to overcome besides competition to meet. I think the native craft can well afford to wait for basin accommodation which will cost 30 lakhs; especially as they will probably keep the basin waiting many years before they abandon the ways of their ancestors and make use of it, however great the advantage which may be demonstrated to them. It seems therefore unwise to spend 87 lakhs if an expenditure of 55

will accommodate the foreign trade of the port, which is the trade to which we must chiefly look for an income. Furthermore there are objections to a basin where there is such a rise and fall of the tide as in this harbour; the continual changing of the position of the ship and the increased labour of raising the goods at low tide are strong arguments against basins where docks can be made.

15. On the sanitary question I fully concur with the views of the majority of the Committee: and I do not fear the channel, especially as with half the vessels using the dock, we have a large margin for extensive dredging if it should prove necessary. Further, remembering that two crores have already been spent on the Elphinstone property, the interest of which is a very heavy burden on the trade, for which it has received no equivalent, I would risk the loss of the whole 55 lakhs rather than do nothing to improve the property, or rather than spend 30 lakhs in building a little dock to hold a few vessels only and which will not improve the land estate to any considerable extent. The risk is a minimum, the probability is a large income from the dock, and a vast increase to the value of the land estate. And if the worst happens and the dock is a nuisance and the channel a failure, we shall have only thrown away 55 lakhs in honest efforts to improve a property on which 2 crores had already been thrown away.

16. We cannot spend any money to make the estate remunerative without some risk, but the minimum of risk and the maximum of promise is gained, I think, by the building of the Elphinstone Dock.

GEO. A. KITTREDGE.

Bombay, 7th November, 1873.

BOMBAY, *7th November,* 1873.

To the OFFICIATING SECRETARY to the BOMBAY PORT TRUST.

SIR,—Agreeably to the request of the Port Trustees, conveyed in your letter of the 24th of October 1873, we have the honour to submit the following report on the matters connected with the docks recommended to be constructed by

the Trustees, upon which our opinion was asked.—We have, &c.,

SIDNEY SMITH, M.D.,
Health Officer of the Port.

THOS. S. WEIR,
Health Officer, Bombay.

THOMAS BLANEY.

REPORT.

We are requested to give our opinion "on the effect which the construction of the dock recommended by the Port Trustees will have"—

(1) "On the health of the city of Bombay;"

(2) "On the health of the shipping frequenting the Port."

From the papers submitted to us it appears that city sewage will not be permitted to enter the dock or basin; that dry sewage will not be allowed to be thrown in; and that latrines for the use of the crews will be erected on shore. No mention is made of the disposal of sullage from the galleys, but we infer that it may be discharged into the dock or basin. The papers show, moreover, that the whole contents of the proposed Elphinstone Dock will be changed on an average once a week, and, at times, in two days; also, that "when the surface of the water in the dock is in motion the whole body of water is so also, right down to the bottom." The dock will occupy a site of considerable extent in a harbour with a large diurnal variation of tide. The Elphinstone Dock will be 29 acres in area, with a depth of water of 22 feet at least. By impounding a high spring tide the drains on the Elphinstone Estate may be thoroughly flushed. The water-supply of the shipping in the dock will be of good quality, and practically of unlimited quantity. It is presumed that sick people belonging to the shipping in the dock, whether suffering from contagious or non-contagious diseases, will be treated in hospitals on shore.

Upon these premises we are called upon to afford the Port Trustees our opinion as above indicated. Before doing so,

we desire to remark that we have carefully considered the sanitary objections to wet docks in Bombay which have been urged by the Hon. Mr. Ravenscroft in his letter dated the 17th October 1873; also those quoted by Colonels Ballard and Hancock in their dissent dated the 2nd of October 1873. These quotations include the opinions of nautical men who were acquainted with Bombay Harbour, and an opinion of Mr. Ure, Resident Engineer of the Clyde Trust, with respect to a proposed dock at Glasgow. The nautical men objected to docks in Bombay on account of the unhealthiness that would result from enclosed *stagnant* water, and Mr. Ure preferred a frequent change of water as being less offensive. But it should be understood that Mr. Ure was referring to a dock that was intended to be in communication with the harbour of Glasgow, into which all the sewers of the City are discharged, and Mr. Ormiston informs us that the sanitary objections to the Glasgow Dock were considered to be of less importance than the question of the comparative convenience of docks or basins to the trade. It is also stated by the dissentients that "*all* the medical officers consulted by the Dock Committee of 1867 were opposed to wet docks on sanitary grounds." On reference to the *précis* of medical evidence taken before the Dock Committee of 1867, it appears to us that the evidence regarding the sanitary condition of the proposed dock was not unanimous. Colonels Ballard and Hancock indeed say, "We believe that "with the measures and precautions detailed in Mr. Ormis- "ton's Report dated 19th September 1873, the sanitary ob- "jections would disappear, but it seems desirable we should "obtain more full information regarding the sanitary pre- "cautions found requisite for docks in Europe."

In the letter of the Hon. Mr. Ravenscroft already referred to, the opinion is expressed that the dock scheme proposed by the Port Trustees will be "most disastrous to the health "not only of the sailors frequenting the dock, but to the "health of the town and island of Bombay generally."

It appears then that all danger to the health of the crews of the vessels that are to occupy the dock, such as might arise from infection, bad water, or the liquid sewage of the city, being eliminated by the arrangements which the Port Trustees propose to adopt, there remains for us only to consider the effects of impure air upon the health of those who

may be exposed to any influences of this kind, either from the dock itself or its surroundings. It is presumed that the existing deplorable arrangements of discharging the night-soil of the city into the harbour is not to be regarded as a factor in the discussion about the healthiness or otherwise of the proposed dock.

We will first refer to the enclosed water of the proposed dock.

In all climates, and more especially within the tropics, *stagnant water into which sewage, sullage, or filth of any kind is discharged* is dangerous to health. This is true of people living on shore within range of the noxious influences which must emanate from such water; it applies still more strongly to the crews of ships berthed therein. The conditions of health in such a case being undoubtedly insanitary, health must suffer, and this is probably all that the medical gentlemen who were examined before the Dock Committee of 1867 intended to convey. But these are not the conditions proposed. Regard being had to the frequent changing of the dock water, and to the small proportionate admixture of organic impurities, we are of opinion that in so far as the enclosed water is concerned there need be no apprehension of the occurrence of any dangerous or even serious outbreak of disease amongst the crews of the vessels occupying the proposed Elphinstone Dock. Most certainly the danger to health is much greater to the thousands of native sailors who are now crowded together in country vessels near the harbour foreshore and on it, and who live in a vitiated atmosphere, than it would be to those living in vessels lying in the proposed Elphinstone Dock, and subjected to sanitary regulations. If regard be had only to the effects of atmospheric pollution arising from crowding in vessels, from filthy habits, from bad food, and from the unavoidable existing condition of the foreshore, it is certain that the dangers to health are now greater to the native maritime population of Bombay than they would be to a population living in the proposed dock, so far as the health of either the native crews on the existing foreshore, or the European crews in the dock, could be injuriously affected by the water in which the vessels are moored.

The state of trade in Bombay is such that the proposed Elphinstone Dock will be most occupied by vessels

during the hot months when the maximum temperature of the sun's rays is 138 deg. Ft. We have fully considered the effects of this high temperature on the enclosed water in the dock, and it is our opinion that no heating will occur such as is found in the shallow water along the existing unreclaimed foreshore. Observations taken by one of the members of our Committee while this report was in course of preparation, showed that where the water in the harbour was 22 feet deep, the temperature two feet below the surface was 79 deg. Ft. at noon, whereas near the shore where the water was four feet deep, the temperature at a similar depth from the surface was 80 deg. Ft. The temperature in the shade at the same period of the day was 81 deg., and of the sun's rays 104 deg. The observations in the harbour were made at the top of high water of springs. The area of the proposed dock (29 acres), the minimum depth of water (22 feet), will prevent such appreciable heating as would promote the rapid decomposition of any putrescible matter which the dock might contain, and render the air unfit for healthy respiration. We would not however be misunderstood on this point, the direct heat of the sun's rays, together with the radiating heat from an extensive surface of masonry forming the dock, would undoubtedly render the free exposure of Europeans to this influence attended with some risk to health; but this is a danger which prevails to a greater or less extent in all tropical harbours, and especially in river anchorages and where vessels lie close in shore. The true remedy for this is to provide awnings and other protection for the crews. We can see no ground for apprehending any particular outbreak of disease in the dock from solar influences acting on the contained water which would not equally affect vessels in the harbour. It is scarcely necessary to observe that any emanations from the small portion of putrescible organic matter which the dock water would hold in suspension on any day, would be unlikely to give rise to diarrhœa, dysentery, or typhoid fever, which, although they may have their origin in decomposing organic matter, are for the most part, it is believed, received into the system through the medium of food or drink.

We now come to the question of ventilation. In the first place we observe that the probable period during which vessels will remain in the dock is about 21 days for steamers,

and 30 days for sailing vessels. In the busy, which is also the hot, season, the crews of the ships in the Dock would sleep on the upper-deck, and there would be no such crowding on board as to interfere with free respiration. To say nothing of the free perflation of air on the upper-deck of a ship, there is scarcely a part of the native town in which ventilation is not more defective than it would be in the dock. We cannot suppose that seamen would either sleep or spend any considerable part of the day between decks in the dock, and we apprehend no outbreak of disease from a deficiency of ventilation which could be specially attributed to the dock.

We have been careful to enquire into the proposals which are made for ventilating the Elphinstone Dock. On reference to the plans of the Engineer we have ascertained that only open sheds are to be erected on the wharves, and that these will be placed at a distance of twenty feet from the margin of the dock walls; and, further, that the Elphinstone Land Estate is so laid out that the blocks of buildings to be eventually erected will run east and west and allow a free passage to the westerly or sea-breeze. The same arrangement is proposed for the warehouse sheds that are to be built on the Dock Estate. From the conditions of trade in Bombay, it seems unlikely that any warehouses which may be erected on the Dock Estate will have more than one story.

As we consider the subject of ventilation of equal importance to public health to that of the state of the impounded dock water, we say that under the arrangements proposed the ventilation in and around the Elphinstone Dock will be sufficient for all purposes of health. There is no probability of this ventilating space being encroached upon until such time as experience has been gained as to whether or not it would be wise to do so.

After ventilation we desire to say something about overcrowding. And in this place we would observe that it is necessary to consider not only the available space within the dock, and the maximum number of people that may be living in it, but also the space within the Customs' fencing, and the number of persons who may be employed there during the day or sleeping there at night. As a matter of

fact the area of the proposed Elphinstone Dock and the surrounding wharves is 283,333 square yards. This would give an average of 283 square yards to each of 1,000 men. In some parts of the Market district the available space per head of population is only equal to about 9 square yards, and in the Kara Tallao district it is only 8 square yards. It will be admitted that if the crews of the vessels in the dock occupy the upper-deck, there will be no crowding of a dangerous kind either during the day or night. The arrangements which will be necessary for working the traffic will probably bring together a large number of labourers and others around the dock; but as all the traffic operations will be conducted in the open air, there will be no such over-crowding as can be detrimental either to the crews of the vessels in the dock or to the people on the wharves.

It seems to be the intention of the Port Trustees to establish a system of sanitary police in connection with the proposed dock. The frequent flushing of the drains on the Elphinstone Estate with sea water, the prevention of the pollution of the harbour with the night-soil or the liquid sewage of the city, the periodic changing of the dock water, the provision of ample latrine accommodation, of ample ventilating space, and the prohibition of the disposal of dry sewage by throwing it over board in the dock, are to be regarded as sanitary precautions of great importance.

In the dissent of Colonels Ballard and Hancock it is said, "It seems desirable that we should obtain more full in-, "formation regarding the sanitary precautions found re- "quisite for docks in Europe." The prudence of the request to obtain full information about the proposed dock is very obvious; it is certainly desirable to know how sanitary police and other hygienic arrangements should be carried out in connection with lives and property of such great value. But these arrangements are no secret, and their due and efficient management may safely be entrusted to sanitary authorities on the spot in the assurance that long before the proposed dock is completed its sanitary requirements will be fully recognized and met. It would appear, however, that there are no sanitary difficulties in connection with the management of docks in Europe. We may be permitted in this place to reproduce the opinions of three gentlemen in

England whose experience of docks entitle them to be heard *:—

Mr. Lyster, Engineer of the Liverpool Docks, writes,—

"I beg to inform you that we have experienced no disagreeable smell from the exhalation of the dock water of this system. The docks, as you are aware, are fed from the river, which is largely impregnated with the salt water, and and frequent movements of the shipping keep up circulation, though even without it I do not see how any smell could arise. You do not tell me whether the plan you propose is to comprise the feeding of the system by fresh or salt water, so of course I will not venture an opinion."

Mr. Giles, Engineer of the Southampton Docks, says,—

"In answer to your inquiries I beg to say that there is not any nuisance arising from the stink of the water in the Southampton Docks during hot weather. Of course we have not the Bombay climate to deal with, but with salt water without sewage I should think you would be quite safe."

Captain Phillips, Dock Master of the Plymouth Great Western Docks, writes,—

"In reply to your inquiry respecting the smell from dock waters, I can only say that I have had thirty years' practical experience in dock business—six years with the East and West India Dock Company and London Dock, twelve Southampton Dock, four Victoria London Dock, and eight Plymouth Great Western Docks—and I never yet heard of a stink or smell of any description. I do not see how they can smell, the docks are opened every day, and sometimes twice a day, which of course purifies the water. If the water was closed in and stagnant, no doubt it would in course of time smell but not if used as other docks."

We have endeavoured to explain our reasons for believing that the proposed Elphinstone Dock will be less dangerous to the health of the crews of the vessels frequenting it than is much of the harbour itself. In a question of such great

* *Vide* Report of Dock Committee of 1867, p. 51.

hygienic importance as that which has been submitted to us by the Port Trustees, and regarding which there is an appearance of some difference of opinion between ourselves and some of the medical witnesses who were examined before the Dock Committee of 1867, it is desirable that we should as far as possible supplement our opinion by a reference to facts. In the whole of the evidence taken by the Dock Committee of 1867, it is not a little remarkable that all the witnesses who spoke on the sanitary question made no allusion to any proof of the healthiness or otherwise of docks in Bombay harbour which could be derived from local experience. It seems to have been generally assumed that because wet docks had not previously been executed in Bombay, everything regarding their sanitary condition must be matter of opinion, and could only be decided by actual experience. Hence the onus of proof that docks in Bombay could be comparatively healthy and safe to the sailors using them was thrown upon those who for commercial or other reasons were in favour of docks. We would draw attention to the existing Custom House Basin as affording the most complete evidence that the proposed dock will not be "disastrous to the health not only of the sailors and others "frequenting them, but to the health of the town and island "of Bombay generally," for if the fears of those who contemplate the occurrence of such a catastrophe are at all sustainable, then it is certain that the existing Custom House Basin must now "annually be killing hundreds of persons in "the island of Bombay who would otherwise live." We need scarcely say that we do not know of the occurrence of any great mortality among those employed in the Custom House Basin, and we may be permitted to assume that no such mortality has occurred during the last ten years, as we certainly should have found it recorded in the Annual and Quarterly Reports of the Health Officer of the City. The existing Custom House Basin and its surroundings afford good data for arriving at a safe conclusion regarding the probable sanitary condition of the proposed dock. The basin covers an area of 6¾ acres and the bottom is dry at low water. It is a boat basin, enclosed on three sides by quay walls, and is freely used for natural purposes by a large number of people: it is, moreover, thickly inhabited by a floating population. The long and high Custom House building, and the equally high adjacent build-

ings to the south-west, completely shut out from the basin the prevailing winds. The direct rays of the sun, combined with the heat radiated from the exposed surrounding walls, are calculated to promote rapid putrid decomposition during the day at low water, and that such decomposition actually occurs may be seen by watching the bubbles of gas rising to the surface. Sewage from the Fort is also discharged into this basin. In the proposed dock such insanitary conditions as these now described are not contemplated, and would never be allowed to exist. It is therefore not a matter of opinion, but one of fact, that the proposed dock would not injure the health of the sailors living in it, or the people working on the wharves, to the same extent as may be the case with those who live in the putrid, hot, and unventilated Custom House Basin. On the contrary, in proportion as the sanitary conditions of the proposed Elphinstone Dock will be better than those of the existing Custom House Basin, in the same proportion will the health of the people living or working in and around the Elphinstone Dock be better preserved than is the health of the people who now live in the Custom House Basin.

There is another matter of fact to which we may be permitted to allude in elucidation of the probable healthiness of the site of the proposed Elphinstone Dock. Though it is well known that the Elphinstone foreshore reclamation has greatly improved the health of the bunders on that property and the adjacent part of the native town, little or no use was made of this information by the Dock Committee of 1867. On the site of the old Warree Bunder, and at a period anterior to the commencement of the Elphinstone reclamation works, fevers and dysentery prevailed not only on the bunders, but along the whole foreshore. This is a fact within the experience of some of the members of our Committee. We know that fevers of the type that prevailed before the reclamation works were commenced are now almost unknown, and that dysentery is seldom observed. This experience has been gained both amongst Europeans and Natives. Looking to the Elphinstone Estate as it now is, and to parts of the existing unreclaimed foreshore, we can have no difficulty in discerning the important advantages which such works as reclamations must contribute to public health. If reclamation works like those which have been carried out on the Elphinstone Estate improve the public

health, it is not at all probable that the formation of a dock will destroy it. The Elphinstone Dock will occupy a site nearer to the scour channel of the harbour than the existing reclamation works; it is only reasonable therefore to expect that a still further improvement will take place in public health by the execution of the Elphinstone Dock. The sanitary state of the proposed Elphinstone Dock will be much better than the present state of its site.

In the above remarks our attention has been chiefly confined to the Elphinstone Dock. Anything however that has been predicated concerning the comparative healthiness of the Elphinstone Dock will apply *à fortiori* to the open Musjid Basin with its constantly changing water, and likewise to the wharves around the proposed Elphinstone Dock. In a comparison of the sanitary conditions of a closed dock and of a tidal basin on the same site, as the changes of the water would be more frequent in a basin than in a closed dock, by so much is the former preferable to the latter. But, on the other hand, the alteration of the water-level in a basin would interfere with the ventilation of the ships and expose them to a greater solar influence than would be the case in a closed dock. Upon the whole the advantages and disadvantages of closed docks and open basins appear from a sanitary point of view to be equally balanced.

The only reply which we can give to the first part of the inquiry submitted to us by the Port Trustees, regarding the effect of the proposed dock on the health of the city of Bombay, is, that this dock will not in our opinion in any way derange the health of the population in the immediate vicinity of the dock, and it certainly can have no ill effect on those who live further off: on the contrary we believe, for the reasons before mentioned, the dock may be expected to improve the health of the city.

Regarding the second inquiry, we have, after a most careful investigation, been unable to elicit anything to cause us to apprehend the occurrence of any disease amongst the seamen living in the dock, which might fairly be attributed to the dock itself.

In the event of the occurrence of an outbreak of epidemic disease in the town, the shipping in the dock would not necessarily be more exposed to its influence than the in-

habitants generally, and would have this advantage over the town, that, if deemed desirable, the ships with their crews could at once be removed to the harbour for as long a time as might seem necessary to meet the exigency.

SIDNEY SMITH, M.D.,
Health Officer of the Port.

THOS. S. WEIR,
Health Officer, Bombay.

THOMAS BLANEY.

Bombay, 7th November, 1873.

MARINE DEPARTMENT.—No. 1218.

BOMBAY CASTLE, *8th December,* 1873.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 585, dated 17th October, 1873.

Forwards report of the Committee on Wet Docks, with a dissent therefrom by Colonel Ballard, C.B., R.E., and Colonel Hancock, R.E., and copy of a Resolution by the Trustees, requesting Government to grant the money required to carry out the entire scheme for the Elphinstone Dock and the Musjid Basin, free of interest, until the works are completed.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 586, dated 17th October, 1873.

Forwards a protest by the Honourable Mr. Ravenscroft against the decision arrived at by a majority of the Trustees on the question of Wet Docks and Tidal Basins.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 698, dated 7th November, 1873.

Forwards a letter from Messrs. Henry, Bythell, Le-Mesurier, and Hall, on the subject of the Honourable Mr. Ravenscroft's protest as regards the effect of closed docks on the health of the town and shipping.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 711, dated 11th November, 1873.

Forwards the report of the Medical Committee, Drs

Smith, Weir, and Blaney, on the sanitary aspect of the proposed docks.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 720, dated 12th November, 1873.

Forwards a Memorandum by Mr. Kittredge on the subject of the proposed docks.

Two Memoranda by the Secretary to Government, in the Public Works Department, dated 12th November, 1873.

RESOLUTION.—The Government of India in their letter, in the Public Works Department, No. 2-c, of the 2nd December last, relative to proposals submitted by Mr. Ormiston for the improvement of the Elphinstone Estate, stated—"These proposals will of course require very careful examination before they are forwarded for the sanction of the Government of India. But assuming that Mr. Ormiston's views are declared to be sound, and that on enquiry there is good reason for believing that the works when completed will ensure an income sufficient to meet all working expenses and the interest on the cost of construction, and of the additional capital involved in the postponement of interest during the construction, His Excellency the Governor of Bombay has expressed his readiness, with the concurrence of his colleagues in Council, to propose the introduction into the Port Trust Bill, of a clause binding the Government of Bombay to impose on the shipping and trade such charges for the use of the docks, not exceeding a maximum to be stated in the clause, as will ensure an income sufficient to provide for the working expenses, and for all interest;" and again, by Resolution passed on the 1st July last, declared—"The Government of India now reiterate the assurance contained in Mr. Aitchison's letter No. 2-c, of 2nd December 1872, that this Government will favourably entertain any well considered proposals for the extension of the works of accommodation for shipping that may be submitted by the Port Trust Committee, and supported by the Bombay Government. It is at the same time here suggested that it would be desirable, if possible, to execute at first a portion of a large scheme, so as to judge of the probable results before the whole outlay has been incurred. But if this be not possible, and if it be requisite to commit the Trust to a large outlay at once, it will be needful to show, by carefully prepared estimates of the probable re-

" turns, that the risk of the interest not being covered is so " small that the undertaking may be safely sanctioned. It " cannot be expected that certainty will be attained, but it is " important, at any rate, to be approximately safe."

2. The result of these instructions is that His Excellency the Governor in Council is now called upon to take into consideration three several proposals for the further conduct of the works, and to convey to the Government of India his opinion as to the selection to be made of one of them for immediate execution. One of these proposals, submitted by a majority of the Trustees of the Port, is for the conversion of both the Elphinstone and Musjid Basins into docks at a cost of £974,490.

3. Another proposal, submitted by a minority of the Trustees, is for the conversion into a dock of the Musjid Basin only, at a cost of £328,000; and the Government are in possession of a third proposal, submitted by Mr. Kittredge, who has recently been appointed a Trustee, which it will be convenient to consider with the other two, for converting the Elphinstone Basin only into a dock, at a cost of £678,000.

4. In all these proposals the sums named include the interest falling due during the progress of the work, and in all three the sums named may, for present purposes, be assumed to be correct.

5. The execution of the first and third schemes will occupy seven years. The second may be completed in four years.

6. In proceeding to determine which of these projects shall be recommended to the Government of India for adoption, His Excellency in Council is bound to bear in mind the very heavy burthen already entailed upon the trade of Bombay by the acquisition of the Elphinstone estate, and also the responsibility imposed upon him by the Government of India of ascertaining that the work to be recommended holds out a reasonable prospect of its repaying the cost of its execution, and, guided by these considerations, His Excellency has come to the conclusion that the first of the three projects is not one which he can with propriety support. The outlay to be incurred is so large, the differences of opinion as to the revenue likely to accrue from it are so

great, and the possibilities of ultimate failure are such, that this Government must decline to be a party to its adoption.

7. The choice, therefore, lies between the two remaining projects, and in examining the merits of each, it will be convenient to assume that the maximum rates of charges which the Government of Bombay will consent to impose on the trade of the Port will be Rs. 1-4-0 on every ton of goods passing through the docks, and four annas per ton on the registered tonnage of every vessel entering the docks.

8. It may also be assumed that after deduction of vessels not likely to avail themselves of the dock accommodation provided by the Trust the number of vessels for which the rates could be levied in each year will be equal to 336 vessels of an average registered tonnage of 1,000 tons, importing and exporting a cargo of 700 tons, and yielding for each a revenue of Rs. 2,000 or £200 and a total of £67,200.

9. The whole number of vessels that are likely at first to make use of the docks could probably be accommodated, and the whole revenue realized by the execution of either of the two projects.

10. In the case of the Elphinstone Basin the charge for interest at 4½ per cent. would amount to £30,510, leaving a balance of £36,690.

11. For the Musjid Basin alone the charge for interest would amount to £14,760, leaving a balance of £52,440.

12. It has been assumed that the working expenses will amount to 40 per cent., or £26,880, which in the case of the Elphinstone Basin will leave a balance of £9,810, and in the case of the Musjid Basin will leave a balance of £25,560.

13. The proportion which the working expenses will bear to the gross revenue will, however, depend greatly on the outlay to be incurred for dredging, and His Excellency in Council learns that the conversion of the Elphinstone Basin will involve the formation and maintenance of a northern channel, not required for the Musjid Basin, and the success of which is by some held to be very doubtful.

14. In some quarters again grave apprehensions are entertained as to the consequences in a sanitary point of

view of the construction of any enclosed dock, and although the Government hope that no mischief will ensue in this respect, they are not warranted in putting out of sight the possibility that after a dock has been constructed it may become necessary for the health of the crews and of the population of Bombay, to remove the dock gates, and to convert the dock into a comparatively shallow tidal basin, at a serious sacrifice of the revenue on which the whole project is based.

15. Such are the main considerations applicable to both projects. The Government fully recognize the possibility of their estimate of the number of vessels requiring dock accommodation being challenged in some quarters as being too low; and Mr. Kittredge is of opinion that the accommodation afforded by the Musjid Basin when completed will not be sufficient to ensure even all Canal steamers a certainty of being able to find room in the dock; and although to this extent the selection of the smaller project may operate injuriously on the interests of the Trust, by encouraging the construction of other docks, intended to compete with those of the Government, it must be remembered that by confining themselves, in the first instance, to the conversion of the Musjid Basin, the Government will be, in no degree, debarred from entering on the larger undertaking if at any time there should appear to be good reason for so doing. The advantages of a tentative course are that the trade will derive the benefit of the smaller undertaking in little more than half the time required for the larger, that experience of the practicability of dredging in such a bottom as that of the Bombay harbour will be gained, and that in the event of failure the loss will be much less serious.

16. On these grounds His Excellency the Governor in Council must decline to incur the responsibility of recommending to the Government of India the immediate prosecution of more than the smaller project recommended by the minority of the Trustees. His Excellency will not offer any opposition to the larger project proposed by Mr. Kittredge, if the Government of India should be disposed to give it the preference. But it should be clearly understood that, when the dock becomes available for use, the Government of Bombay will not be prepared to impose any

higher rates than those mentioned above—viz., Rs. 1-4-0 per ton on goods, and four annas per ton on vessels.

J. MACDONALD, Lieut.-Colonel,
Secretary to Government.

MARINE DEPARTMENT.—No. 272.

BOMBAY CASTLE, 23*rd February*, 1874.

Letter from the Secretary to the Government of India, Public Works Department, 41-B C, dated 28th January 1874.

SIR,—I am directed to acknowledge receipt of your letter No. 1218, of the 8th December 1873, submitting a Resolution by the Government of Bombay, and other papers, on the subject of the construction of docks on the Elphinstone Estate in Bombay, and to reply as follows :—

2. His Excellency the Viceroy and some of the members of the Government of India had the advantage of fully discussing at Agra the proposals of the Port Trust Commissioners with His Excellency the Governor of Bombay and some of the Commissioners and their Engineer. The conclusion then arrived at by His Excellency the Viceroy was that there was a risk, which the Bombay Government did not seem to apprehend, in starting the dock scheme with inadequate accommodation.

3. The majority of the Port Trust Commissioners and especially the mercantile members who must have the best means of judging on this point are satisfied that the smaller dock which the minority of the Trust and the Bombay Government advocate would not provide sufficient accommodation to the trade even at first. It seems probable that the majority are right on this point, and if so, a very serious mistate may be made in adopting an inadequate scheme in the beginning.

4. On considering the matter as submitted by the Bombay Government with their Resolution forwarded with your letter under reply, I am directed to state that the Governor-General in Council, for the reasons above stated, considers that the most prudent course to adopt will be to take up the larger of the two schemes contemplated by the Government of Bombay in the concluding paragraph of its Resolution,

namely, that suggested by Mr. Kittredge. The Government of India does not apprehend that it will be necessary to increase the Port and Dock Dues, in consequence, beyond the maximum provided in the Port Trust Act as is apparently feared by the Government of Bombay.

5. I am accordingly to request that the Port Trust Commissioners may be authorized to proceed as soon as possible with the Elphinstone Basin project, at an estimated cost of about £700,000.

6. Instructions will be issued in the Financial Department to provide the necessary funds on loan as promised in Mr. Aitchison's letter of the 2nd December 1872, in such portions as may be required for the due progress of the works. Application should be made from time to time accordingly, the amount of the loan required for the project being shown separately in the Annual Budget Estimates of the Port Trust.

7. To prevent misconception, I am to say that the interest on the loan, while the work is under construction, will not be levied as it falls due, but will be added to the capital debt. To prevent confusion the account of this special loan of £700,000 should be kept quite distinct from the other loans for works connected with the Port Trust. —I have, &c., C. H. DICKENS, Colonel, Secretary to the Government of India.

RESOLUTION.—The following letter to be addressed to the Secretary to the Government of India in reply :—

SIR,—In acknowledging the receipt of your letter No. 41-B C, of the 28th January last, I am directed by His Excellency the Governor in Council to state, that he has considered it his duty to postpone authorizing the Port Trust Commissioners, to proceed with the Elphinstone Basin project, pending a further reference to the Government of India, which appears to His Excellency to be indispensable for the avoidance of misunderstanding in the future.

2. Your letter concludes by directing the account of the special loan of £700,000 to be kept quite distinct from the other loans for works connected with the Port Trust; a direction which is quite in harmony with the construction placed by His Excellency on the general tenor of the correspondence respecting this particular loan. But in a pre-

vious paragraph of your letter it is stated, "the Government of India does not apprehend that it will be necessary to increase the Port and Dock Dues, in consequence, beyond the maximum provided in the Port Trust Act."

3. I am, therefore, directed to bring to the notice of His Excellency the Viceroy in Council, the sections of that Act which regulate the imposition of tolls and dues, and the application of the income accruing from them, and to explain the distinct understanding on which those sections were passed, and by which this Government has been guided in all the subsequent negotiations.

4. Section 47 defines the purposes to which the income of the Trust shall be applied, including payment of interest on capital expended. Section 50 defines the several sums on which the interest shall be paid. Section 57 directs the Trustees to frame a scale of tolls and dues to be levied. Section 60 directs the Trustees, in the event of their income being insufficient to meet the claims for interest, to increase the tolls and dues. And Section 61 provides a remedy for their failure to do so when required. No maximum is prescribed by the Act for such tolls and dues, and under the 2nd Clause of the 50th Section it would be *legal* to charge the interest on the £700,000, now proposed to be advanced, upon the general revenues to be derived from tolls and dues.

5. But the Government of India, by its letter in the Public Works Department of the 9th January 1873, assented to the proposal of the Bombay Government, that the dues to be imposed for payment of interest on the cost of the dock extension, should be levied under a separate Act, to be passed before the expenditure of any money on the work. And it was recognized during the discussions, that while the Trustees might be obliged to increase their *general* tolls, if insufficient to meet their then existing liabilities, they would not be required to increase their *general* toll on account of the construction of the dock now contemplated. No interest was to be charged on the cost of the latter until it became available for the trade of the Port; and when that time arrived, the *general* tolls were not to be altered on that account, but special dues were to be levied, not exceeding Rs. 1-4-0 on every ton of

goods passing through the docks, and 4 annas per ton on the registered tonnage of every vessel entering the docks.

6. His Excellency in Council, therefore, thinks it right to submit to the Government of India, that if it be now decided to advance this £700,000, the security for the payment of the interest must consist of a lien, to be established by law, not on the whole of the revenues accruing to the Trust, but only on the proceeds of the two special dues mentioned above.

7. And I am directed to ask for distinct information whether the Government of India is prepared to make the necessary advances on these terms, and whether authority should be given to the Trustees for the commencement of work, before the passing of the Act for securing the imposition of the dues.—I have, &c.,

J. MACDONALD, Lieut.-Colonel,
Secretary to Government.

No. 118-B C.

GOVERNMENT OF INDIA,—PUBLIC WORKS DEPARTMENT.

Buildings and Roads,—Civil Miscellaneous.

To the SECRETARY to the GOVERNMENT of BOMBAY, in the Marine Department.

FORT WILLIAM, 10*th March*, 1874.

SIR,—I am directed to acknowledge receipt of your letters, as per margin, addressed to the Secretary to the Government of India, in the Marine Department, on the subject of dock accommodation in Bombay in connection with the Elphinstone Estate, and the newly-constituted Port Trust.

Nos. 272 and 273, dated 23rd February 1874 (received 2nd March).

2. The Government of Bombay in the first of these letters report having postponed authorizing the Port Trust Commissioners to proceed with the Elphinstone Basin project sanctioned by the Government of India in my letter of the 28th January last, on the ground that a reference to the Government of India is necessary in order to prevent future

misunderstandings. And the apprehension of future misunderstandings appears to be due to the inadvertent use in my letter of an expression implying the belief that the Port Trust Act fixed the maximum rates of charge referred to in the conclusion of your letter No. 1218, dated 8th December last, and the Resolution therewith forwarded.

3. In the second letter the Bombay Government raise questions of other modes of arranging for the docks and Elphinstone Estate than those which have been approved by the Governor-General in Council.

4. In reply to these letters I am directed in the first place to state that the Governor-General in Council cannot agree to re-open the decision which was arrived at after very mature deliberation and personal conference with His Excellency the Governor of Bombay and the principal members of the Trust. His Excellency desires that the question of docks may be considered as finally settled by my letter of the 28th January. A telegram to the above effect, a copy of which is printed in the margin, was despatched on the 5th inst. In this matter the Government of India desire to relieve the Government of Bombay from any further responsibility.

Telegram.

"Your letters of 23rd Feb. Proposal to re-open question of Elphinstone's Dock not approved. Authorize the immediate commencement of works sanctioned in my letter of 28th Jan. No. 41. More by Post.

5. The mode in which to raise the necessary funds for meeting the interest on the loan of £700,000 when it falls due is one of detail, and the Government of India do not wish the progress of the works to be delayed pending its settlement. The Government of India agreed,* as the Bombay Government correctly observe, that the Port Trust Act should not be delayed for the insertion of a provision for extra dues consequent on the adoption of a dock project. But the question of passing a separate Act for this purpose has not been raised during the late discussions, and, as the Bombay Government also point out, the Port Trust Act is sufficient to meet the case if the Commissioners see no objection to propose tolls and dues under Section 57 within the limits agreed upon.

* Public Works Department letter No. 10-B.C., of 7th January 1873.

6. The Governor-General in Council will be willing to

consider the matter further after the Port Trust Commissioners have been consulted. But, meanwhile, the Government of India has no objection to the advance of the necessary instalment of the loan to allow of work being commenced on the docks. And I am to express the desire of His Excellency the Governor-General in Council that there may be no delay in proceeding with the construction of the dock as already authorized.

7. His Excellency will postpone any observations upon the remaining questions raised in the letters of the 23rd until the Budget of the Port Trust for the ensuing year has been adopted by the Trust and submitted to Government.—I have, &c.,

C. H. DICKENS, Colonel, R.A.,
Secretary to the Govt. of India.

MARINE DEPARTMENT.—No. 376 OF 1874.

BOMBAY CASTLE, 19*th March*, 1874.

From the SECRETARY to GOVERNMENT to the SECRETARY to the GOVERNMENT of INDIA, Public Works Department.

SIR,—I have the honour to acknowledge the receipt of your letter No. 118-B C, dated 10th instant, in which it is stated that the Governor-General in Council cannot agree to re-open the decision which was arrived at after very mature deliberation and personal conference with His Excellency the Governor of Bombay and the principal members of the Trust, and desiring that the question of docks may be considered as finally settled by your letter of the 28th January last.

2. That letter ruled that there was a risk in starting a dock scheme with inadequate accommodation, authorized the commencement of the Elphinstone Basin project at an estimated cost of £700,000, and stated that instructions would be issued to provide the funds as required for the due progress of the works, and held that in order to provide the increased revenue necessary for the payment of interest on the loan, the Government of India did not think it would be necessary to increase the Port and Dock Dues in con-

sequence beyond the maximum provision in the Port Trust Act.

3. The effect of the last proviso is that the loan would be secured, not on the special revenue to be earned by the docks under a system of maximum rates, as was understood would be the case throughout all the previous discussion, but on the general revenues of the Port Trust wharves and bunders. Such an arrangement has not yet been accepted by the Port Trust, and it is doubtful whether it could be accepted by them, or by the Government acting in the interests of the trade of the Port, as it would render the trade fully liable for the failure of the docks should they not succeed, a condition which this Government expressly guarded itself from accepting.

4. In the 5th paragraph of your present letter it is stated that the mode in which to raise the necessary funds for meeting the interest on the loan of £700,000 is a matter of detail, but to His Excellency in Council it seems to be a very vital consideration, and one that it is essential to settle before any heavy outlay is incurred or any pledges made. It is necessary, His Excellency thinks, that the Port Trust should know exactly what liabilities they may possibly incur if they involve themselves in the construction of docks, and it is very advisable that the Government, before advancing the large sum needed, should clearly understand to what extent they can look to the Port Trust and to the trade of the place to save the general revenues from the cost of the interest on the sum lent.

5. It is remarked in the 5th paragraph of your letter above referred to that the question of passing a separate Act for the purpose of settling on what financial basis the dock arrangement should be carried out has not been raised during the late discussion, but I am to observe that the necessity for such an enactment was brought to the notice of the Government of India in the letter from this Government No. 27-E, of the 20th December 1872, and has never since been lost sight of by this Government. Such an Act has been considered as absolutely necessary to define and restrict the responsibility and liability of the Government and of the Port Trust as regards the proposed dock works. While, therefore, His Excellency in Council accepts the decision of the Government of India on the financial part

of the question so far as it relates to the advance of the funds necessary for the construction of a dock, he does not yet feel in a position to pledge the Port Trust and the trade of the place to an indefinite liability as regards the provision of interest. The point will, however, as suggested in your 6th paragraph, be immediately referred to the Port Trust, and His Excellency in Council will lose no time in communicating their views to the Government of India.

6. I am now to advert to the instructions of the Government of India that there should be no delay in proceeding with the actual construction of the dock, and here a difficulty presents itself.

7. The discussions have hitherto turned chiefly on the financial aspect of the question. Except on one or two main points, such as the practicability of dredging, there has been little or no engineering professional discussion, and the plans that have been put forward have hitherto undergone no searching professional scrutiny and examination, such as it is only prudent that they should be subjected to, and such as all engineering projects are required to undergo by the rules and regulations of the Public Works Department of the Government of India.

8. In paragraph 4 of the Government Resolution of the Bombay Government No. 1218, of the 8th December 1873, this point was adverted to, that paragraph being intended to convey that the calculations of cost put forward might, for the immediate purpose of discussion, be accepted as correct. In paragraph 7 of a Memorandum by the Public Works Department of this Presidency, dated 12th November 1872, submitted to the Government of India with the Resolution just quoted, the distinction was noted in more specific terms; and the general financial position having been settled, and the Government of India having determined how far they are disposed to assist as regards funds, His Excellency is at a loss to see how the requisite professional examination of the project favoured by the Government of India can be dispensed with.

9. In the 16th paragraph of the Resolution of the 8th December His Excellency in Council stated he would not offer any opposition to Mr Kittredge's scheme, and this expression again had reference mainly to the amount to be expended; and His Excellency was not at

that time aware that the question of dredging a part of the Harbour opposite the Elphinstone Basin offered such difficulties as he has since learned that it does.

10. The Government of India has in your last letter proposed to relieve this Government from responsibility for the Elphinstone Dock project. But, looking to the terms of the Port Trust Act, His Excellency in Council cannot but feel very doubtful whether by any process short of an alteration of the law he can be relieved from the duty of exercising a constant supervision and control over the proceedings of the Trustees in all important particulars. Indeed by the 35th and 36th Sections of the Act it is required that Government should accord its sanction to the plan and estimate before the work can be commenced, as well as to all subsequent contracts not of a very limited amount. His Excellency in Council, however desirous he may be of meeting the views of the Government of India, cannot satisfy himself that the scheme, as now presented, is free from serious defects, and that a better arrangement in the interests of the place and of the trade is not practicable. He would therefore again urge the request made in my letter No. 273, of the 23rd February last, for the appointment of a mixed Committee, and further recommend that the detailed plan and estimate be either submitted to a Committee of Engineers assembled in Bombay, or be sent to the Secretary of State with a view to obtaining a report upon the professional details and engineering sufficiency from some eminent Engineer or engineering firm accustomed to deal with works of this character.

11. The delay that would thus be caused would be immaterial; and even if it were greater than it is likely to be, it would be better to incur it than to precipitate an arrangement with the prospect of eventual loss, failure, and disappointment. His Excellency in Council would beg His Excellency the Viceroy in Council to believe that he is very willing to avail himself of the aid offered by the Government of India for the improvement of the Port, and is only desirous of doing so in a manner the least calculated to render the present administration answerable for mistakes and failures which might, in the future, press hard either on the general revenues of the State, or on the trade of the place, and he is impressed with the feeling that, should such

mistakes occur, it would be difficult for the present administration to divest itself of responsibility, more especially if it should appear that all the needful precautions which have been suggested in the way of exhaustive preliminary examination have not been adopted.—I have, &c.,

Colonel,
Secretary to Government.

MARINE DEPARTMENT.—No. 469

BOMBAY CASTLE, 13*th April* 1874.

Letter from the Secretary, Bombay Port Trust, No 1559, dated 27th March 1874.

Forwards copy of a Resolution by the Trustees, stating, with reference to paragraph 3 of the letter from this Government to the Government of India, No. 376, dated 19th March 1874, that during their discussion on the subject of docks, the Trustees understood that the financial responsibility did appertain to the Port Trust alone, and that in borrowing money to construct a dock they had power under Sec. 57 of the Port Trust Act to provide funds to pay interest on the outlay; but the Trustees are confident from the calculations they have made that the receipts from fees for the use of the dock will not only reimburse all charges for interest on capital expended on it and the approaches to it, as well as charges for maintenance and clearances, but will add to the resources of the Trust, by the development of their property.

RESOLUTION.—The Trustees may be informed that the Government, being anxious that there should be no misunderstanding on the subject, will be obliged if they will be good enough to state whether it was their intention that the payment of the interest on the cost of the construction of the dock should be made entirely by means of dock dues at the rate of Rs. 1-4-0 per ton on goods and 4 annas per ton on vessels, and that any deficiency should fall on the general revenue, or whether they intended that any such deficiency should be made good by additions to the bunder and other fees already in existence.

Colonel,
Secretary to Government.

To the Chairman, Bombay Port Trust.

MARINE DEPARTMENT.—No. 507.

BOMBAY CASTLE, 20*th April*, 1874.

Letter from the Secretary to the Government of India, No. 164 B C, dated 7th April 1874.

SIR,—I am directed to acknowledge receipt, on the 26th, of your letter No. 376, of 19th ultimo, making further representations on the part of the Government of Bombay on the subject of the decision arrived at by the Governor-General in Council in regard to the construction of the Elphinstone Basin at Bombay.

2. In reply to what is urged in paragraphs 2 to 5 of your letter in regard to the provision of funds to meet the interest on the loan of £700,000 sanctioned by the Government of India, I am desired to state that the Governor-General in Council will await the communication of the views of the Port Trust Commissioners, to whom the Bombay Government is understood to have referred.

3. With reference to paragraphs 6 to 9, I am to state that the Governor-General in Council places confidence in the professional capacity of Mr. Ormiston, the Engineer of the Trust, and in that of the Engineering Members of the Commission, and they are not of opinion that it is necessary to submit the plans to such a searching professional scrutiny as is indicated in your letter. The plans should be dealt with in the same manner as if they were put forward by high and trusted professional officers of Government, and the examination will, it is hoped, be promptly undertaken and carried out. Meanwhile, there should be no delay in authorizing the preliminary operations of procuring plant and collecting materials, and for these purposes funds may be at once supplied on the application of the Port Trust Commissioners, if required. There would be no objection to the deputation of Mr. Ormiston to England for the purpose of making the arrangements if the Commissioners think it desirable.

4. The two last paragraphs of your letter require more detailed reply.

5. It is stated that the Bombay Government can hardly be relieved from its responsibility otherwise than by a change

of the law. This point had not escaped the consideration of the Government of India, but it was not desired to introduce any Bill on the subject into the Legislative Council of the Governor-General if such a step could be avoided.

6. Next, the Bombay Government refers to its former proposal of a mixed Committee, and adds that of a Committee of Engineers to consider the Elphinstone Basin scheme. But I am to state that for all purposes the Governor-General in Council will be satisfied with the report of the Port Trust Commissioners themselves. They have their own able Engineer, Mr. Ormiston, and also number amongst their members, Colonel Ballard, Colonel Hancock, and Mr. LeMesurier—all competent Engineers. If any serious difference of opinion should arise amongst these gentlemen, it might be advisable for the Government of India to refer to other authorities, but the occasion has not arisen as yet.

7. Lastly, the Bombay Government suggests a reference to the Secretary of State and to professional authorities to be selected by him. In the absence of an application to this effect from the Port Trust Commissioners, it does not appear to the Governor-General in Council that this is necessary or desirable. The Government of India would wish the Commissioners to manage their own business as much as possible themselves, subject only to the general control of the Bombay Government, and, if necessary, of the Viceroy in Council. In this case, the general scheme having been approved by the latter authority, the Port Trust Commissioners may be left to work out the details subject to such general control.

8. But as the matter of the construction of a steamer basin or basins was specially referred by Her Majesty's Government to the present Viceroy, and as His Excellency in Council is fully satisfied of the propriety of undertaking the scheme approved by the Government of India, both financially, and (subject to examination of details) in an engineering point of view, the Government of India cannot consent to any delay in the preliminary arrangements for commencing work, presuming that the Port Trust Commissioners are willing to go on.

9. I am further to state that it is now nearly two years since His Excellency Lord Northbrook satisfied himself, by

careful enquiry on the spot, of the right course to pursue in regard to these works, and yet nothing has been done. The Governor-General in Council has every respect for the opinion of the Bombay Government and of those who differ from the conclusions arrived at by the Government of India, but he trusts that after a controversial question of this kind has been largely discussed, and after the chief authority entrusted with the decision has come to a final conclusion, all will accept the decision arrived at, although it may be contrary to their own views. Unless this be done, time must be wasted in useless correspondence, and affairs cannot be managed with that energy which is essential to success.

10 The Governor-General in Council looks to the Bombay Government and its officers to act in this spirit, and feels satisfied that if they will do so, no serious delay need take place in carrying the settlement of this long-pending question to a practical conclusion in the energetic prosecution and early completion of the work decided on.

11. A copy of this letter should be furnished to the Port Commissioners.—I have, &c., C. H. DICKENS, Colonel, R.A., Secretary to the Government of India.

RESOLUTION.—A copy of this letter should be communicated to the Port Trust.

2. As regards paragraph 2, which refers to the mode in which revenue is to be raised to meet the interest on the dock loan, it should be explained to the Port Trust that, adopting as maxima the rates proposed by the Port Trust for dock charges, *i. e.*, Re. 1-4-0 per ton weight of goods passing over the dock walls, and 4 annas per ton register on vessels entering the dock, they are required to state whether they are willing to accept the renponsibility of making good any deficit that may arise in the dock revenue from the general revenue of the Trust derived from their other properties, bunders and wharves. In other words, whether they desire, or are willing, that the general trade of the port shall be made answerable for the success of the dock.

3. On this point the Trust should be referred to Resolution by the Bombay Government, No. 1218, of the 12th December last in the Marine Department, and especially to paragraphs 1 and 16 of that Resolution, wherein it is noticed

that the Government of India recognized the necessity of fixing maximum dock rates, and the Government of Bombay declared that they were not prepared to impose any higher rates than those mentioned above.

4. The question as it relates to this part of the subject is, not what the Port Trust had in view when they made their original proposal for the construction of docks, but what amount of additional liability they consider that they would now be justified in assuming ; what augmentation they propose to make to the taxes now levied, to meet the deficit disclosed in their last budget estimate; and what further source of revenue is open to them to make good any loss that may arise from their accepting the responsibility of a further capital liability of at least £700,000.

5. As regards the proposed scrutiny of the plans and estimates for the dock, this Government learns with much satisfaction, that the Government of India is of opinion that the plans should be dealt with in the same manner as if they were put forward by high and trusted professional officers of Goverment, and that the examination should be promptly undertaken and carried out. This is precisely the object this Government have been striving to attain ; for they felt that if a proposal for undertaking a very difficult work, at a cost of upwards of £700,000, had been put forward by an officer of the Government, it must, according to established rule, have undergone a close professional examination.

6. No delay in effecting this examination should now take place, and referring to the Government of India's letter paragraph 6, the Port Trust should be requested to call on those members of the Trust who are engineers by profession to be good enough to make the professional examination of the plans and estimates which is needed for the decision of Government as to the acceptance or rejection of them. It will be necessary for them to report, not only whether the project, as now drawn up, is suitable and reliable as an engineering scheme, *as far as it goes,* but also whether it provides for anything in excess of what is absolutely needed, or omits anything necessary for the proper and efficient working of the dock when completed.

7. It may be remarked that Mr. Ormiston could not

serve on a Committee, to whom the duty of examining a scheme, prepared by himself, would be entrusted.

8. Pending the examination of the project now contemplated, it is unnecessary, in the opinion of this Government, to authorize any preliminary expenditure, or the deputation of Mr. Ormiston to England to procure plant, or to make any other arrangements; but such authority as may be requisite will be given when the examination has been completed and the project approved.

Colonel,
Secretary to Government.

To the Chairman, Bombay Port Trust.

MARINE DEPARTMENT.—No. 643.

BOMBAY CASTLE, 12*th May* 1874.

Letter from the Secretary to the Board of Trustees, Bombay Port Trust, No. 21, dated 7th April 1874.

Forwards copy of the minutes of a meeting of the Trustees held on the 26th ultimo.

Memorandum from the Revenue Department, No. 2007, dated 18th April 1874.

Memorandum from the Public Works Department, No. 282-A., dated 27th April 1874.

RESOLUTION.—The Government of India in the 2nd paragraph of their letter No. 164-B C, of the 7th April 1874, stated they would await the communication of the views of the Port Trust Commissioners on the reference which, it was shown in the letter No. 376, of the 19th March last, would be made to them respecting the provision of the interest on the £700,000 to be expended on the Elphinstone dock. The Resolution of the Trustees, No. 321, of the 26th March 1874, is the reply to that reference, and expresses the confidence of the Trustees that the receipts from dock fees will not only re-imburse all charges for interest on capital, but will add to the resources of the Trust.

2. This confidence is expressed in connection with a scheme which has not, up to this time, been professionally

examined, and which the Trustees have since, by direction of the Government of India, been requested to have so examined. This Government must, therefore, be pardoned if they cannot confidently accept such anticipations.

3. The next Resolution passed by the Trustees on the same day, No 322, is their reply to the enquiry of this Government, made on the 17th March, as to the measures they were prepared to suggest to restore a proper equilibrium in their financial arrangements, and they can do no more than propose that the Government of India should forego £16,000 per annum in the shape of remission of interest.

4. This Government cannot lose sight of the great concessions reluctantly made by the Government of India in the course of the discussions which preceded the creation of the Trust, and can, therefore, only forward the application for the consideration of His Excellency the Viceroy in Council.

5. It may be well to notice that if £700,000 or some other sum be raised by the Trustees for the Elphinstone dock, the payment of the interest on it will, under the 47th Section of the Port Trust Act, be a preferential charge on all the port revenues over all interest now payable to the Secretary of State.

6. Copies of the Port Trust Resolutions, and of this, should be forwarded to the Government of India in compliance with the 2nd paragraph of their letter of the 7th April 1874.

J. MACDONALD, Colonel,
Secretary to Government.

To the Chairman, Bombay Port Trust.

MARINE DEPARTMENT.—No. 644.

BOMBAY CASTLE, 12*th May* 1874.

Letter from the Secretary, Bombay Port Trust, No. 126, dated 24th April 1874.

Forwards, with reference to Government Resolution No. 469, dated 13th April, copy of a Resolution by the Trustees, stating that they assumed the quoted figures of Rs. 1-4-0 per ton on goods, and annas 4 per ton on vessels as rates which would be willingly paid for the use of the docks, and

that the actual rates to be levied will depend on the cost of construction and on maintenance.

Letter from the Secretary, Bombay Port Trust, No. 127, dated 24th April 1874.

Referring to Government Resolution No. 507, dated 20th April, on the subject of the decision arrived at by the Governor-General in Council in regard to the construction of the Elphinstone basin at Bombay, forwards copy of a Resolution by the Trustees, calling attention to their Resolution No. 23, dated 23rd instant; and stating that a Committee, consisting of the Chairman, Colonel Trevor and Mr. Le-Mesurier, is appointed to examine Mr. Ormiston's plans and estimates.

RESOLUTION.—These Resolutions of the Port Trust, No. 23 and No. 24, of the 23rd April last, should be forwarded to the Government of India. The former, No. 23, entirely casts aside the calculation by which this Government understood they should be guided with respect to the construction and management of the Elphinstone dock. They distinctly understood that the dock dues should not, under any circumstances, exceed Re. 1-4-0 per ton on goods and 4 annas per ton on vessels. They further understood that the trade of the port could not bear any addition to the present port charges.

2. The Trustees now say that the rates of the dock dues will depend on the cost of construction and maintenance, and that if they should not prove remunerative, the liability would appertain to the Trust generally. This liability the Trustees are willing to incur, although, being at this moment insolvent to the extent of Rs. 1,60,000 per annum, they will not venture to make any addition to the existing port charges.

3. This Government are, therefore, of opinion that before proceeding with the construction of the dock on the terms now suggested by the Trustees, it will be proper to ascertain the views of the commercial classes of Bombay by means of a reference to the Chamber of Commerce.

J. MACDONALD, Colonel.
Secretary to Government.

To the Chairman, Bombay Port Trust.

No. 56.

BOMBAY, *28th May*, 1874.

Excerpt from the proceedings of a meeting of the Trustees of the Port of Bombay, held on the 28th instant.

Read Government Resolutions Nos. 643 and 644 dated 12th May (herewith.)

RESOLUTION.—The Trustees do not concur in the opinion that the Trust is in an insolvent position or that the term insolvent is applicable to the Trust. The debt with which the Port Trust is burdened was incurred by Government on its own responsibility before the Port Trust was in existence, and if the property now vested in the Trust had continued under Government management the same difficulty would have been experienced in raising a net revenue sufficient to pay interest on the whole of the debt. The Trustees are, in fact, administering a Government estate under the supervision of Government, and their debt is due to Government.

It is true that the net revenue derived from the property, vested in the Trust, has proved insufficient to pay interest on the amount of the debt fixed by the Bombay Port Trust Act, although subsequent to the purchase of the Elphinstone property in 1870 the Bunder Fees Act was passed and new revenue to the amount of three lacs per annum has been obtained by taxing Bunders which were previously free to the trade, and by appropriating the surplus income of the Port Trust which was previously employed for Harbour improvements; but it is also true that the Trustees had no voice in arranging the amount of the debt charged to the Trust.

3. The Government of Bombay had, before the Port Trust Bill was passed, informed the Government of India that they calculated that the revenues derived from the Government properties on the foreshore, and from the other sources mentioned in the Port Trust Act, would be large enough to pay the interest on the amount mentioned in schedule G of the Act, and the Government of India agreed to reduce the debt to the amount thus suggested by the Government of Bombay. The concessions made by the Government of India were undoubtedly great, but that Government, when making those concessions, expressed a wish that the Trade should not be

overtaxed and agreed with opinion of the Government of Bombay that no further taxes ought to be then imposed.

4. If these concessions after one year's working of the Trust have been shown to be inadequate it only makes evident, the fact, that the financial arrangements between the Government of Bombay and the Government of India were based on a mistaken supposition as regards the revenue earning powers of the property vested in the Trust.

5. Immediately, subsequent to the nomination of the Board of Trustees, their attention was called by Government to the question of providing deep water berthage for vessels in this Harbour. It was not intimated that Government would require that an equilibrium should be established between the revenue and expenditure of the Trust before sanction could be accorded to such works, and the Trustees finding that the construction of docks might be expected both to facilitate the operations of trade and to increase the Port Trust revenue, recommended their being commenced. The Trustees did not understand that a maximum rate of dock dues, which might not be exceeded, should be fixed in anticipation. This proposal would limit their liability to the imposition of such dues, leaving the chance of any dificit occurring to be at the risk of Government. Such an arrangement, it is hardly necessary to observe, would be gratefully accepted by the Trustees, although they may not have ventured to propose it,

6. Adverting to para. 2 of Government Resolution No. 643 of the Marine Department, in which the Government of Bombay state that the Trustees expressed their confidence in a scheme which has not been professionally examined, the Trustees would point out that it has been understood throughout the whole of the discussions on the question that the details of the plans were to be subjected to professional scrutiny before the carrying out of the work. The Trustees based their report on the opinion of Mr. Ormiston, an Engineer of acknowledged ability, and who had been nominated by Government as the professional adviser of the Trustees. Mr. Ormiston's plans were also favourably received by Colonel Fraser, who was specially deputed by the Government of India to examine them.

7. With reference to the desire of the Government of Bombay to obtain the opinion of the Chamber of Commerce

as to the advisability of constructing docks, the Trustees would draw the attention of Government to the fact that the members of the Chamber of Commerce, after perusing the Elphinstone purchase correspondence between the Government of India and the Government of Bombay, and after a long discussion at a Meeting held in June 1872, unnimously resolved to memorialize Government to provide funds to construct docks as being in their opinion the only way of making the Elphinstone property remunerative; also, that when His Excellency the Viceroy visited Bombay in November 1872, a deputation from the Chamber of Commerce waited upon him, and on behalf of the members of the Chamber urged him to sanction the construction of docks on condition that the Government of India should advance the money without charging interest until the docks were completed and ready for use.

The Trustees have forwarded copies of all important papers connected with the question of docks to the Chamber of Commerce, and they will follow the same course with the papers now under consideration.

[True Extract.]

G. MANSON, Secretary.

CHAMBER OF COMMERCE, *Bombay, 19th June,* 1874.

To the SECRETARY to the BOMBAY PORT TRUST.

SIR—With reference to your letter No. 345 of the 29th ultimo, forwarding for the information of the Chamber copy of Government Resolutions Nos. 643 and 644, dated 12th May, with the Resolution passed by the Trustees thereon, dated 28th idem, I am directed to inform you that at a General Meeting held on the 5th June 1872, the members of the Chamber of Commerce, after considerable discussion, unanimously agreed that deep-water basins to accommodate the shipping of the port should be constructed, according to the plans proposed by Mr. Ormiston, on the Elphinstone property, as the only means by which the value of that property could be improved. They at the same time resolved to urge upon the Government that the work should be proceeded with and completed as speedily as practicable, which

was done in their letter to the Government, dated 15th June 1872. Further, on the occasion of His Excellency the Viceroy's visit to Bombay in November 1872, a deputation from the Chamber had the honour of an interview with His Excellency, when they, on behalf of the Chamber, represented that, before the landed estate of the Elphinstone property could become productive, the construction of basins or docks was really necessary; and the expenditure on such works, they urged, should not bear interest until the works were completed.

The Committee, therefore, deem it unnecessary again to convene a Meeting of the members, who have already given their unanimous opinion upon the subject. It is moreover well known that His Excellency the Viceroy in Council, a considerable time ago, fully approved and sanctioned the construction of the Elphinstone Basin, and the energetic prosecution and early completion of the work were at the same time decided on. The Committee of this Chamber can only express their great regret to find that a work of such extreme importance in every respect to the trade of the port should have been delayed so long, and they trust that further obstruction will not now be needlessly raised to the early commencement and vigorous prosecution of the work.—I have, &c.,

J. GORDON, Secretary.

RESOLUTION OF DOCK COMMITTEE.

BOMBAY PORT TRUST, *16th May*, 1874.

At a Meeting of the Dock Committee held to-day it was resolved—

That as it would be necessary to keep a clear approach open for the passage of vessels to the proposed Elphinstone Dock, the Master Attendant and the Traffic Manager should be requested to submit a joint report stating what arrangements they would suggest for providing an anchorage for the native craft now occupying the site of the proposed channel of approach, and whether much inconvenience would be caused to the Coasting trade if they were obliged to vacate their present berths in this locality.

One approach is through the Elphinstone Channel to the

north of Cross Island, the other from the south between Moody Bunder and Cross Island. The Master Attendant can judge of the width of passage necessary to pass up and dock large vessels.

No. 505 OF 1874.

DEPUTY CONSERVATOR'S OFFICE, Bombay, *20th May*, 1874.

To the CHAIRMAN of the TRUSTEES, Port of Bombay.

SIR,—In compliance with the Resolution of the Dock Committee, requesting us to submit a joint report, stating what arrangements we would suggest for providing an anchorage for the native craft now occupying the site of the proposed channels and approaches to the docks, and whether much inconvenience would be caused to the Coasting trade if they were obliged to vacate their present berths in this locality.

We have the honour to state that great inconvenience must be experienced by some of the native craft, owing to the distance that they will have to anchor, entailing thereby extra expense, and inconvenience in landing and shipping their cargoes. The number of boats that usually are at the free anchorge off the Elphinstone Estate, and which cover the proposed channel, amount, on an average, in the busy season to 800 and sometimes 1,000 in number.

The greater portion of these vessels will have to be accommodated to the northward of the P. and O. moorings off Mazagon; they are bound to anchor as close together as possible, to enable the Preventive Officers to hold supervision over the landing and shipping of their cargoes.

The foreign vessels that occupy the ground off the Mint, Castle, and Boree Bunder, carrying dutiable cargoes, are treated in a similar manner, by having their import and export trade divided, and are under the close supervision of the Preventive Department; these vessels, during some portion of the time, could remain at their present anchorage.

When this channel is commanced to be deepened, they will have to move to between the Flagstaff Shoal and the Cross Island Reefs to the southward. This arrangement will interfere with the approaches and exits of the British India Steam Navigation Company's moorings, which may

have to be removed ; and, on completion of the docks, the ground will have to be taken over by the Trustees, as an anchorage for steamers that may have to wait to be docked.

Whether the Elphinstone Docks are to be built or not, we would suggest that the Nicol Basin be deepend, so that vessels could lie water-borne or afloat, as many, from their peculiar build, cannot lie aground without being shored up. A large number of these vessels at present anchor near the frontage in the line of the proposed channels for large ships.

This would greatly tend to prevent vessels leaving the Port Trust Bunders for other Bunders, such as the Mazagon, Frere, &c., as there is a great possibility of a large portion of the free trade traffic being diverted from the Trust Bunders, owing to the proposed arrangements for wet docks.—We have, &c.,

W. L. SEARLE,

Deputy Conservator and Master Attendant of the Port.

JOHN RYAN,

Traffic Manager, Bombay Port Trust.

INTERIM REPORT OF DOCK COMMITTEE.

The Dock Committee have had several Meetings, and have inspected the sites of the proposed channels. They are of opinion that the anticipated difficulties with regard to the dock approaches might be, to a very great extent, avoided by an alteration in the position of the entrance to the Elphinstone Dock. They would advise that Mr. Ormiston be asked to consider the practicability of making the approach from the south into the S. E. corner, instead of in the middle of the eastern side of the dock as at present designed—with a view to bringing the dock entrance as near as possible to deep water,—due regard being given to the improvement of the approach channel between the Bunders and Cross Island.

The majority of the Committee take a very unfavourable view of the expenditure likely to be incurred in opening and maintaining the channels north of Musjid Bunder, but do not consider it desirable to enter any further into that question

until they learn the probable cost of the proposed southern entrance.

Mr. LeMesurier does not coincide in the above opinion as to the excessive cost of opening and maintaining the channels north of Musjid Bunder. He considers that it would be a costly undertaking to do this work under existing conditions ; but with the improvements in the channel between Cross Island and the main, he is of opinion that the difficulties would be very materially diminished.

The Committee wish to draw special attention to the condition of Carnac Bunder. They consider that no docks can be built on the eastern foreshore opposite the town until the nuisance that now exists is abated ; and they recommend that Nicol Basin should be dredged out, and that Government should be requested to take steps to have the drain outfall removed from Carnac Bunder without any further delay, putting, if necessary, their compulsory powers into effect for this purpose.

H. P. LEMESURIER,
Chairman, Dock Committee.

Bombay, 19th May, 1874.

No. 330.

BOMBAY PORT TRUST, *28th May*, 1874.

Excerpts from Proceedings of Dock Committee Meeting held this day, forwarded to the Officiating Chief Engineer. —By order,

G. MANSON, Secretary.

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1. Refer Colonel Ballard's paper to Mr. Ormiston for his investigation and report.

2 Mr. Ormiston further to advise the Trust as to the extent to which the estimates would be affected by closing the present dock entrance and making the "East Jetty" a continuous wall with a dry stone facing on the Harbour side.

3. That Mr. Ormiston prepare a full report upon the nature, character, and probable cost of opening a channel through Cross Island reef with a bottom width of not less than 300 feet at a reduced level, which will allow of at least three feet of water or soft mud below dock sill level, *i.e.*,

removing all rock in the channel to reduced level 57·00, shifting the channel in a *westerly* direction, if necessary, to ensure economy or a more favourable approach.

That very full information should accompany this report as to the nature of the material through which the channel would be excavated; this information to be based on numerous sections and borings, to complete which divers and bells, if possible, should be freely used, and some experiments made by blasting or other means, as to the removal of the solid rock and loose materials.

4. The Trust would be glad to know Mr. Ormiston's opinion as to the advisability of making the dock entrance somewhat more in the direct line of the approach channel than is shown on plan $\frac{1156}{A\ 6}$, *i.e.*, as sketched in pencil on the plan sent herewith; this question to be considered with reference to the possibility of a southerly swell at the dock entrance.

5. Mr. Ormiston to state at an early date the amount that will be required to carry out the further survey and examination.

Mr. Ormiston to supply to Captain Searle and Mr. Ryan a tracing or copy of a large scale chart showing the area of the southern approach, to enable those gentlemen to consider the general question of anchorage for native craft.

H. P. LeMESURIER,
Chairman, Dock Committee.

MEMO. ON PROPOSED CHANNELS.

Prepared by the Chairman, Colonel Ballard.

The main run of the tide in Bombay Harbour is from Peer-Pow to Cross Island; to the north and north-west of this is an extensive backwater, much of whose outfall passes through the channel called the lateral channel, between Cross Island and the Elphinstone Reclamation.

2. A reference to the chart shows that the soundings at the northern entrance to the lateral channel are from 5 to 6 feet, but inside they deepen to more than 10 feet, again (and still within the channel) falling to 9 feet. The cause of these variations is that the north part of the channel has a

mud bottom which can be scoured by the increased velocity of the tide through the narrow passage; the south part is rock and hard ground not susceptible of scour. It is the existence of this rocky barrier between Cross Island and the shore which forms a direct obstacle to making an approach to the proposed docks from the south, and indirectly would seriously affect the prospect of keeping open an approach from the east through the proposed Elphinstone Channel.

3. The reclamation of the Elphinstone Estate has had the following effect:—The passage between Cross Island and the shore was contracted and the quantity of the outfall diminished. The tidal flow above the entrance was therefore impeded, and silting was caused in that part of the Harbour lying abreast of the Elphinstone Basin and Mazagon. The current, however, flowed more rapidly through the narrowed passage, and slightly deepened that portion which has a mud bottom.

This effect can be seen by a comparison of Napier's survey of 1867 with Balmain's, 1872. Captain Henry, Superintendent P. & O. Company, states in 1873—"The whole of the anchorage about Mazagon, but more particularly the inshore part, is gradually silting up."

The lateral channel, as it would be when opened out, is thus described by Mr. Ormiston:—

> "6.—The lateral channel is 6,700 feet, or one mile and a quarter in length; the width at the north and opposite the Elphinstone Dock entrance is 1,000 feet, opposite the Musjid entrance 800 feet, and at the south end 650 feet; but about 2,000 feet in the middle has rocky margins which contract the width to less than I would have made it if not so bound. The 'Narrows' are off the Carnac and Mody Basins; thus in line of the north side of Carnac Basin the bottom width is limited by the rock to 220 feet, in line of the south side of the same basin to 160 feet, and at the 'Throat' off Mody Basin to 92 feet."

The proposed Elphinstone Channel, 700 feet wide, leads from the eastward to the head of the lateral channel; it is 700 feet wide.

5. The present depth of the narrowest part of the lateral

channel is 9 feet, the proposed depth 12 feet, giving, on a section 92 feet wide, an enlargement of 276 square feet, say, including slopes, of 600 square feet.

6. The average depth of the water above is 6 feet, the proposed depth 12 feet, giving, on a section 1,000 feet wide, an enlargement of 6,000 feet. The difference between these sections is very great. The tidal flow in the broad parts of the channel will be more sluggish than at present. At the Elphinstone Channel or any part of the channels above Cross Island the area over which the water is spread becomes so large that the effect of opening the lateral channel by a great deal more than 600 square feet would be dissipated. It is obvious that if we deepen these channels but obtain no increased tidal flow, it must be a mere question of time for the forces which are now at work to cause the surface bottom to assume the level hitherto assigned to it; we shall get no assistance from nature, and must depend on dredging to keep open an area of from 30 to 40 acres.

The terms "across the tide," "true to the tide," "through channel," which Mr. Ormiston uses, are merely relative expressions. A channel is said to be true to the tide when its longitudinal axis is parallel to the current; but if, as in the case of the Musjid Channel, the longitudinal axis is only about twice the length of the transverse axis, the difference between a channel true to the tide, and one across the tide, like the Elphistone Channel, becomes unimportant. It would be satisfactory if Mr. Ormiston would analyse the tidal forces which he expects will aid in keeping open the channels, and I suggest that he be called on to explain these points more in detail. I apprehend silting over that large area next the basins almost dry at low water, and where we must disturb the natural level to a depth of nine to twelve feet, quite as much as in the Elphinstone Channel; at any rate a fuller explanation on Mr. Ormiston's part of the reasons which lead him to suppose that this portion will be maintained with "little or no dredging" ought to be furnished.

The upper part of the lateral channel is called the Musjid.

There is no mention in any of the reports (so far as I am aware) of the Malet Shelf, a ledge of rocks partly dry at low water, which juts out from the foreshore not far from the head of the Musjid Channel. This ledge

must obstruct the tide at all times, and almost stop it at low water. The effect on the frontage can be seen by a reference to the chart, and I suspect it is partly the cause of the mischief now going on. A report on this subject should be furnished.

The question as to whether the channels would have a tendency to silt or to get choked up by mud driven into them by the tides, especially during the monsoon, is one which can be argued on general principles. The question as to the rate at which such action would proceed depends on the physical characteristics of the locality. Regarding this we have not sufficient data; what we do know is not favourable, and seems to show that the surface mud is very mobile. The entrance to the Government Dock shows much silting in the monsoon. The entrance channel to the B. I. S. N. Company's Dock, cut last fair season, was obliterated in the monsoon. The P. & O. Company keep their dredge constantly going at low tide. They find that the channel silts more at springs than at neaps, and during the monsoon than in the fair season. On one occasion dredging was omitted for less than three months, and five feet of mud accumulated at the entrance. I think the proposed channels could never be opened. Ten acres might be dredged out, but would probably fill up before another ten acres were cleared. No one, however, can confidently predict the result of making the attempt. Colonel Kennedy two years ago advised the commencement of experimental dredging, and this appears the proper course to adopt.

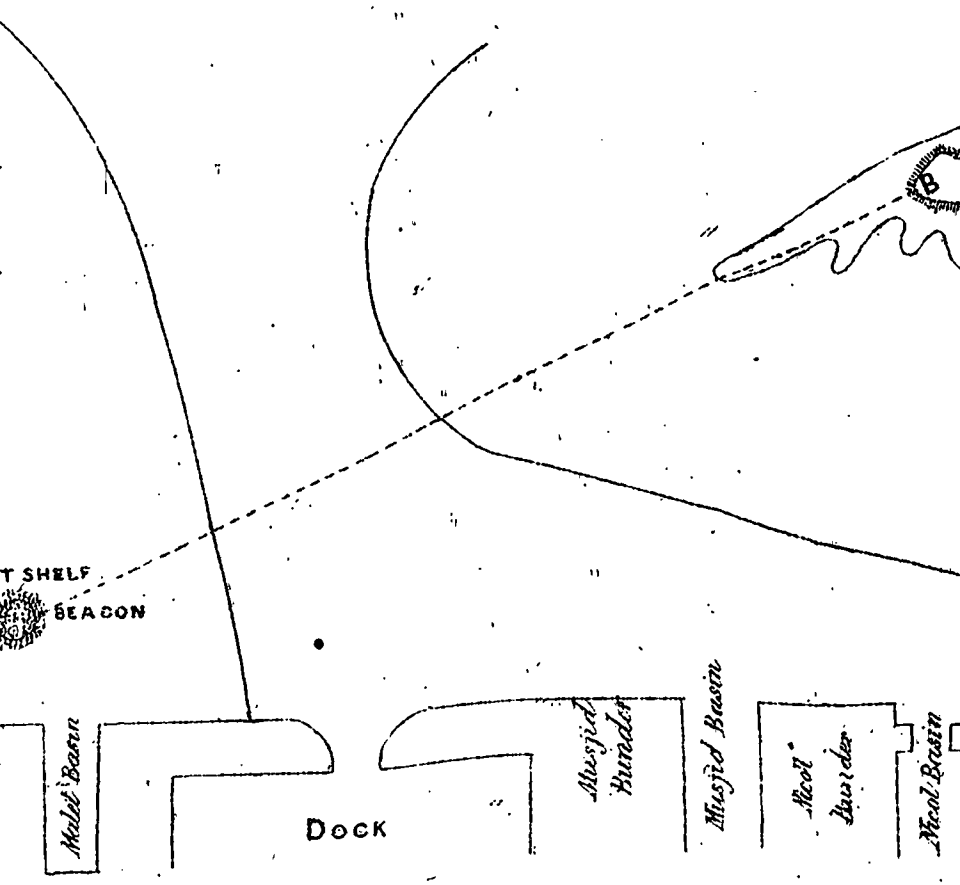
Colonel Fraser, who was specially deputed by the Government of India to report on the Elphinstone Reclamation, says: "I am certainly of Colonel Kennedy and Colonel Hancock's opinion, that before these large works are commenced, it is desirable to determine the question whether a sufficiently deep channel can or cannot be dredged in this locality at a reasonable annual cost."

No. 143.

BOMBAY PORT TRUST ENGINEER'S OFFICE,

BOMBAY, *8th June*, 1874.

The following report is submitted, as requested in the



SKETCH PLAN

Scale 1 in = 800 feet

Secretary's No. 330 of 28th May 1874, forwarding excerpt from Proceedings of Dock Committee of even date.

I.—COL. BALLARD'S PAPER ON THE PROPOSED CHANNELS.

1. I attribute the silting at Mazagon to the closure of the Sion and Chimbour creeks, and not to the Elphinstone Reclamation. A contraction has the effect of deepening the foreshore abreast of where it is made, and although the abstraction of back water may injuriously affect places below, it can have no effect on places above.

2. The widths of the lateral channel, given in my report No. 55 of 23rd August 1873, are at the *bottom* of a channel 12 feet under L. W., and are the widths which could be got by dredging only.

3. Draw a straight line from Cross Island throught the Malet Shelf on to the wharf wall at Warree Bunder, call it station A. B.; the sectional areas there at present are at—

L. W.	(72·00)	.....	Sup. Ft.	16,466
M. W. L.	(80·30)	.....	„ „	50,215
H. W.	(88·60)	.....	„ „	89,032

4. Draw another line from Cross Island to the L. W. point of the S. W. reef, thence to the wharf wall at the south end of Carnac Bunder, call it station C. D. E.; the sectional areas there at present are at—

L. W.	.....	Sup. Ft. 8,320
M. W. L.	.....	„ „ 19,932
H. W.	.....	„ „ 35,509

5. Comparing A. B. with C. D. E., the sectional areas at present are at—

L. W.	.....	As 1·98 to 1
M. W. L.	.....	„ 2·52 to 1
H. W.	.....	„ 2 51 to 1

6. If mean water level be taken as the average state of matters, it appears that the existing channels are maintained with an area 2½ times greater at A. B., the widest part, than at C. D. E., the narrowest.

7. The addition to be made to the channel at A. B. is 900 feet wide and 5 feet deep, which will increase the sectional area there by 4,500 feet.

8. The sectional areas of the increased channel at A. B. would then be at—

L. W.	.....	Sup. Ft.	20,966
M. W. L.	.....	„ „	54,715
H. W.	.....	„ „	93,532

9. Comparing the increased channel at A. B. with the present channel at C. D. E., the sectional areas would be at—

L. W.	.....	As 2·52 to 1
M. W. L	.....	„ 2·74 to 1
H. W.	.....	„ 2·63 to 1

10. It would thus appear that if the channel at A. B. be made as proposed by me and nothing be done to that at C. D. E., the relative areas at M. W. L. would be 2·74 to 1 instead of 2·52 to 1, being a difference of about one-eleventh.

11. To make the areas at both stations bear the same proportion to each other which they do now, if A. B. be increased by 4,500 feet, C. D. E. should be increased by (4,500 ÷ 2·52 =) 1, 786 sup. feet.

12. If this be done, it follows that the velocities would remain as they are at present, and consequently that the enlarged channels would be maintained without dredging just as the existing channels are.

13. The annexed sketch shows how the increased area could be got at C. D. E. by dredging only.

14. The velocities on the ebb are double what they are on the flood, which is due to the momentum of the main current of tide discharging so much water into the Elphinstone foreshore that it is heaped up there, by which the head, and consequently, the velocity is increased.

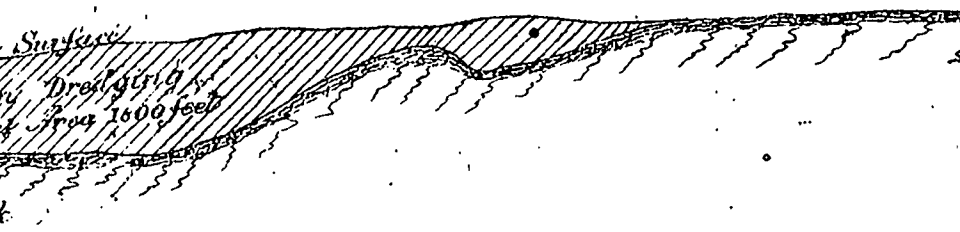
15. The bottom at C. D. E. and thereabouts consists of material too heavy to be removed by the current; if it were dredged out, it appears certain that the upper parts about A. B. would be lowered by scour alone, till the present proportional areas were again established.

16. I expect the Musjid Channel would maintain itself after being made, partly because it lies true to the tide, and partly because the new channel, being defined by the walls of the harbour frontage and deepened, will have a greater hydraulic mean depth; there will then be less friction on the sides and bottom than there is now, and the velocity may be ex-

H. W. Ex. S. T. = 88·60 ON TOWN HALL DATUM

M. W. L.

L. W. Ex. S. T. = 72·00



SECTION AT C. D.

Horizl Scale 1 inch = 100 feet
Vertical Do. 1 inch = 10 feet

pected to be increased, but even if it be not, the intensity of the hydraulic pressure acting on the bottom would be increased.

17. I may here state that I had it in contemplation to dredge out the Malet Basin to 66·00, or 6 feet at L. W. springs, and to connect it with the Elphinstone Channel. From the Malet Basin, or rather from the Malet Shelf southward, the bed of the foreshore would be dredged to a slope, gradually deepening to 12 feet at the dock entrance. I have not named this in previous reports, as its cost should be a charge against the Malet Basin, but it would improve the hydraulic conditions of the Musjid Channel.

18. It did not appear to me worth while to notice the Malet Shelf in previous reports; so far as it extends it acts as a revetment to the mud north of Malet Basin, and it happens, moreover, to be situated where the main tidal current from Peer-Pow naturally bends to the southward along the Elphinstone foreshore; it therefore does not interfere materially with the flow of the tide, certainly not with that of the ebb, which is much more important than that of the flood.

19. As the waves do not exceed 2 ft. in height in the vicinity of the Elphinstone Channel, their influence does not extend to the bottom, which is 7 or 8 ft. under L. W., and I therefore do not apprehend that the monsoon wave will disturb the mud or drive it into the channels.

20. The mud being tough, coherent, and adhesive, might almost be called clay; it does not move about with the currents. In this respect it is different from sand.

21. The sides of a channel assume certain slopes, which, if unassisted, arrange themselves according to the nature of the material of which the sides are composed and of the weight of each particle, as against the action of the sea or currents, as the case may be. I have explained in para. 19 why no action may be expected from the sea, and with respect to the currents, I have, in my estimates, assumed that they would flatten the slopes to 1 in 12, which I consider an ample allowance. When I was engaged on the Bute Dock Works in 1855, I found that the sides of the mud cut stood

at from 1 in 4 to 1 in 8. That cut is in soft mud, the deposit of the waters of the Bristol Channel.

22. The entraces to the Government, P. & O., and Moguls Docks are not comparable with the Elphinstone Channel; the former are blind channels, the last is a through channel.

23. The reason why the P. & O. and similarly situated channels fill up more rapidly at springs than at neaps is, because at L. W. S. T. their banks are exposed to the action of the *lipper;* that acts mechanically on the sides and draws them down. At neaps the banks are submerged, and are thus protected from its action; so also with respect to the Elphinstone Channel, the sides of which would be at all times submerged.

24. The Government Docks are situated off a basin lying open to the current of the ebb tide, which forms an effective mud trap.

25. The P. & O. and Moguls Docks are, besides, within the alignment which the natural scour of the tide makes from Peer-Pow; the Elphinstone Channel is without it.

26. Col. Kennedy's advice had reference to a channel 20 ft. deep at L. W. of springs, not to one 12 ft. deep, which, as he himself remarked to me, is a very different thing.

27. Col. Hancock is also quoted, but his remarks had also reference to a channel 20 ft. deep at L. W., not to the one now under reference.

28. Col. Fraser's suggestion for an experimental cut had also reference to the 20 feet channel, and even with respect to it the suggestion was made more out of deference to Col. Kennedy's opinion than to his own, which was, that the mud is not in motion.

29. These 12 and 20 feet channels, though alike in principle, are very different in extent; the depth of cutting being 4 ft. 6 in. against 12 ft. 6 in., and the quantity to be dredged 219,576 as against 578,677 brass.

30. It is asserted in the paper under reference that no one can confidently predict the result of making the attempt to dredge the channel.

Although in dealing with problems in which large natural

forces are involved, it is not possible always to predetermine exactly what will happen, yet the laws being certain, and the facts, so far as possible, known, it is not difficult, in a simple case such as this is, to form a safe approximation to the result of the proposed operations. I have hitherto confidently predicted that the work would be a success, and nothing has been advanced in the course of the discussion to shake my opinion ; on the contrary, further investigation has strengthened it.

I think I may fairly claim that my opinion is based on considerable experience of such matters, having been engaged since 1846 in Harbour works, of which the first nine years was as Assistant Engineer on the Clyde, where dredging was carried on to a large extent. I have also had about ten years' intimate knowledge of the site of the channels under reference, so that it can hardly be said I am ignorant either of the place or of the means to be employed, and I think it due to my character that my opinion be taken as an honest one.

31. Although from the expression in the memo., "I think the proposed channels could never be made," Colonel Ballard would appear to have prejudged the case, I beg that he and the other members of the Committee will consider dispassionately the facts and arguments now submitted, and that not with distrust, but if I may be allowed to repeat the expression of the Government of India as if they had been "put forward by high and trusted professional officers of "Government."

II.—Omission of Wall of Harbour Frontage.

32. The accompanying plan (No. 1165) shows what I assume to be the requirements of the Committee.

33. The estimated cost of the main dam, harbour frontage wall, and its backing, is as follows :—

				Rs.
Main Dam	L. Ft.	1,600 at	Rs. 160	=2,56,000
Wall, 37 ft. high	„	900 at	„ 302	=2,71,800
Do. 37 to 43 ft	„	700 at	„ 333	=2,33,100
Backing 700 by 45 by 16 and 500 by 47 by 17	=Br.	9,035 at	„ 3	= 27,105
			Rs.	7,87,005

Against which there is the cost of filling up the gap of present entrance, viz.:—

Filling 350 by 90 by 21	= Brass 6,615	at Rs. 3	= Rs.	19,845
Pitching 2 @ 400 by 37	= Squares 296	at „ 20	= „	5,920
Mortar in coping	= L. Ft. 800	at As. 8	= „	400
				26,165
			Rs.	7,60,840
Contingencies, 10 per cent			„	76,084
			Rs.	8,36,924
Establishment, 7 per cent			„	58,584
			Rs.	8,95,508

Say 9 lacs, or £90 000.

34. Taking, as in former estimates, the length of a berth to be 250 feet, there are 6 berths along this wall, costing about £15,000 each, as against about £26,000 each on the average of the whole scheme.

35. Although the berths along the Harbour frontage may not be considered so valuable as those inside the dock, being available at all times of tide they would be of great use to coasting steamers, and would probably pay quite as well as the others.

36. On engineering grounds I think this part of the scheme should be carried out, because there is a probability of the foreshore being scoured away; should this happen, the facility which now exists for making a wall there is lost; there is besides the likelihood of the bank slipping into deep water, and the whole thing giving a good deal of trouble in the future. It would also prevent the gradual deepening along the foreshore up to Malet Basin, as suggested in para. 17.

37. The present east jetties have been completed three or four years; they have been well saturated by successive monsoons, and further consolidated by coals being stored on them; they were made from either side so as to draw the mud up into the middle, and so form a sort of puddle wall; I have no doubt they will be water-tight. If it be decided to close the gap by a bank, I suppose it could be made water-tight, but the material would require to be carefully punned.

III.—Southern Channel.

38. The accompanying plan No. 1166 shows the southern channel as indicated by the Committee.

39. It is unnecessary to employ divers to investigate the nature of the material through which the channel would be cut. The whole place has been bored in every direction, and an attentive study of the Borings Register (herewith forwarded) will give all the information it is possible to obtain.

40. On drawing No. 1167 is a longitudinal section of the channel and cross sections at every 100 yards showing the strata, coloured. The strata consist of mud, clay, moorum, and rock, the latter is hard basalt; the samples from the borings occupy a large cabinet, which is in the stores at Elphinstone Bunder; it is rather a bulky article, but if it is inconvenient for the members of the Committee to go to it, I can have it brought to them.

41. As required by the Committee, the channel is drawn 300 feet wide at bottom, which is at 57·00=15 feet under Ext. L. W., and 23 feet under M. W. L.

42. At this level the length from the pier head is 7,000 feet=1⅓ mile; at the 12 feet line it is 6,000 ft.= 1 1/7 mile. The length of the Elphinstone Channel is 2,750 feet = fully ½ a mile.

43. There is a reverse curve of half a mile radii at the north end of the Channel; the contained angle is 141°, or within 39° of a straight line.

44. This channel does not prejudice my design for the Mody Bay Dock, the site of which would simply be slewed inshore 300 feet at the north end, and be unaffected at the entrance.

45. I have learned that a rate in the Controller's office for blasting under water at Deepwater Point, Kurrachee, is Rs. 9 per ton, and that the quantity done was 93 tons per month; a ton being 20 feet would give Rs. 45 per brass, and 20 brass per month for one helmet diving apparatus. The material is sandstone, and it is in a rapid tideway. Gunpowder was used.

46. In my No. 55 of August 23, 1873, I gave some information as to blasting under water. Reducing the units of measure to brasses and taking 2 shillings to the rupee, the cost at Alderney of removing hard syenite was Rs. 83, and on the Clyde (basalt) Rs. 111; the quantity removed at the latter place was about 4 brass per month for one bell.

47. This is more a matter for judgment than special experiment; the thing has been done before often enough, and an experiment, to be of any use, would require all the appliances which the carrying on of the work itself would warrant, such as diving-bells, dynamite, diamond drills, experienced workmen, and so forth.

48. On the whole I am inclined to take as a rate Rs. 75 per brass, which is what I took for this kind of work in my estimates for the Elphinstone Dock, dated 1872, and for quantity 10 brass per month for each bell.

49. The other prices are similar to those in the estimates now before the Committee.

3,950	Brass,	removing Rocks under water at Rs. 75 =	Rs. 2,96,250
87,039	„	Mud.	
22,605	„	Clay.	
8,128	„	Moorum.	
117,772	Brass,	Dredging at Rs. 2¼ =	„ 2 64 987
17	No.	Moorings. at „ 1,535 =	„ 26,095
			Rs. 5,87,332

which is the estimate for a channel 300 feet wide and 15 feet deep at Ext. L. W. from the proposed dock southward.

50. The dredging could be done in a little more than a year; the rock would take 7 bells five years to remove.

51. The Elphinstone, Musjid, and Mody Channels, down to 12 feet under low water, are estimated to cost Rs. 6,15,841. I consider a 12 ft. channel at Elphinstone as good as a 15 ft. one at Mody Bay, owing to the difference of the pitch due to the monsoon wave at the respective places.

IV.—Southern Entrance.

52. The accompanying plan No. 1168 shows the en-

trance placed in the position sketched in pencil by the Committee on plan No. 1156.

53. It will be observed that the reef at the head of Nicol Bunder, and which dries at L. W., lies directly in the line sketched by the Committee; the expense of its removal would be great, and there is besides no advantage in it over the entrance as placed on plan No. 1166, which is a slight modification of the Committee's position. It avoids the rocks at Nicol Bunder and makes an easier bend at its junction with the southern channel.

54. The following observations on the height of the swell at various parts of the harbour on the flood-tide of 30th July 1870, which is during the S. W. monsoon, may be of some use to the Committee:—

	Time.	Tide Gauge.	Depth at Time.	Reduced depth under L. W. S. T.	Swell.
	H. M.				
Eastward of Dolphin	10·40	12' 4"	38' 0"	25' 8"	4' 6"
Apollo Bunder	11·00	13' 3"	17' 0"	3' 9"	4' 0"
Flag Staff Buoy.....	·20	14' 0"	30' 0"	16' 0"	3' 6"
Midway between Castle and Buoy	·30	14' 3"	32' 0"	17' 9"	3' 6"
60 ft. east of Castle	·40	14' 7"	29' 0"	14' 5"	3' 6"
Abreast of Mody Bay..... Workshops	·50	14' 11"	27' 0"	12' 1"	3' 0"
Opposite M. B. Reclamation	12·00	15' 2"	23' 0"	7' 10"	3' 0"
In Musjid Basin	·15	15' 7"	13' 0"	+2' 7"	0' 6"
Outside do. Bunder..	·20	15' 8"	16' 0"	0' 4"	2' 0"
In Elphinstone Basin	·30	15' 11"	11' 0"	+4' 11"	0' 6"

These are the highest observations I have, but the swell is frequently a good deal more.

55. What appears to be established is that the swell at Elphinstone is certainly not more than one-half of what it is at Mody Bay.

56. If other conditions were favourable I should not consider the amount of sea likely to be encountered at the

S.E. entrance suggested by the Committee so great as to condemn the scheme. It might be prudent to put in the masonry for reverse gates in case they should be found necessary; probably a boom would be a sufficient breakwater.

V.—Accommodation for Native Craft.

57. A tracing on a large scale has been furnished to Captain Searle, as required by the Committee, for his consideration, in conjunction with Mr. Ryan, of the general question of anchorage for native craft.

58. As the information as to the nature of the ground was already in my possession, it was unnecessary to apply for a supplementary grant to get it.

Position of Entrance.

59. I would suggest for the consideration of the Committee whether an entrance pointing down-stream is in a convenient direction. In the Thames the practice is to point the entrance slightly up-stream; the reason being that a vessel ought to be docked on the flood, because if it grounds on the sill it will not be detained there; the vessel should also have as much steerage way as possible without much speed in itself. The wings at my entrance are intended to fulfil these conditions, and are somewhat similar to the Liverpool practice in like cases.

60. If the Committee wish the entrance shifted further to the south, I would recommend it to be done as shown on the accompanying plan No. 1169. There it is properly placed as regards the current; it leaves the berthage of the south wall free of the working of the entrance, and it does not interfere with Musjid Bunder, which I think will become most valuable ground. By making the entrance in this place or in its vicinity, the present opening may be closed in a short time by a bank, and operations thereafter commenced on the walls of the dock itself.

61. This arrangement, however, or any other which places the entrance at the S.E. angle of the dock, would isolate so much of the east jetty that it would be advisable to have a carriage bridge across the entrance. The cost of

such a structure in England, when I was working there last, was about two guineas per supl. ft., which (200 by 30) would be £12,600; adding freight and rise of materials and so forth would bring up its cost to probably two lacs of rupees.

THOMAS ORMISTON,
Chief Engineer.

Memo. on Printed Papers received with the Secretary's Memo. No. 419, of 10th instant (i.e., Mr. Ormiston's Report No. 143, dated 8th June, and its accompaniments.)

1. On the above papers I wish to express my concurrence in the opinion that there would be much difficulty and cost in opening and keeping open the proposed Eastern Channel to the Elpinstone Dock's site.

2. Captain Henry, Mr. Ormiston, and Captain Searle have shown that silting "is going on abreast of and below Mazagon Piers." Mr. Ormiston, in his letter No. 1671 of 1872, records "a slight shoaling on the site of the Elphinstone Channel, and a slight deepening over that of the Musjid."

3. From all the accounts, there has been for some time a steady shoal growth north of Cross Island. Mr. Ormiston expresses his opinion that the foreshore reclamations have not had any effect in this direction, but considers that the shoaling has been caused by the closure of the Sion and Chimbour Creeks (para. 1 of Mr. Ormiston's report of the 8th instant). It would, in my opinion, be advisable to have further particulars of the rate of increase of the shoal ground. Under ordinary conditions, the silting-up of a back-water, treated as the upper portion of Bombay Harbour has been, might be expected day by day to be accelerated by the growth of shoal ground. How far, further, the shoaling may extend, and whether it may not extend to the proposed eastern entrance of the Elphinstone Dock, is a matter for consideration. If it should so extend, a channel dredged in the liquid mud across the tide way would, of course, year by year, become more difficult to maintain.

4. Colonel Frazer considered that the eastern approach was "obligatory," as he apprehended difficulty in opening the Mody Bay Channel, which, in his opinion, was the su-

perior channel except on the score of expense. Colonel Frazer, however, desired an experiment to be made on the Eastern Channel, which, if it did not fill up at once, he would be satisfied could be kept open at reasonable expense by constant dredging.

5. As a reason for commencing dredging on the Elphinstone site, Colonel Frazer expected that the dredging operations there would operate in advancing the reclamation of the Mody Bay works; and that, if the latter were put in hand first, the whole material lifted would have to be carried out to sea, but that the material lifted from the Elphinstone ground might be deposited in further reclamations. I do not see the reasons for Colonel Frazer's opinions, and consider that, by clearing the Mody Channel, the clearing of the Elphinstone Channel would be facilitated, and that the excavation from the lateral Channel may, with as much economy, be turned into reclamation as the dredging from the Elphinstone site.

6. Without some considerable alteration in the conditions under which the harbour north of Cross Island is now silting, any dredging on the scale proposed would not, I apprehend, materially alter the mud level. Para. 30 of Mr. Ormiston's report of the 8th bears on this matter. As every fact ascertained goes to show that the natural forces in operation have heretofore not only maintained, but tended towards raising the mud level north of Cross Island, there are grounds for opinion that, so long as the present conditions continue, to encounter the natural forces with dredgers would not be a profitable measure. The clearing out of Cross Island reef would, to some extent, improve the position; but the re-opening of Sion and Chimbour Creeks may also be necessary for the permanent establishment and maintenance of deep water for the eastern approach proposed to the Elphinstone Dock.

7. Considering that the Mody Channel is, under the present conditions of the harbour, the only safe entrance for docks north of the Mody Bay site, and that the clearing out of the "narrows" between Cross Island and the shore would be an important harbour improvement, I would advise a commencement of work on the removal of the rock on the so-called "narrows." Plant and materials for the work

should, I think, be at once arranged for. Although, as noted by Mr. Ormiston, blasting operations under water have often been carried out before, there has been a very considerable advance, tending to economy in time and cost, in recent practice by the use of new appliances and new explosive agents; and before safe estimates for the work proposed can be made, it would, in my opinion, be necessary to have something more than a record of borings on which to determine probable cost.

8. As regards the cost of the excavation, Mr. Ormiston, in August 1873, in his report No. $\frac{35}{6}$, estimated the cost at £3 per cubic yard. Mr. Ormiston now estimates the cost at a lower figure. In Astoria in Long Island harbour, New York, 23,000 cubic yards of hard rock have been removed since October 1869 at a cost of 10 to 20 dollars per cubic yard, nitro-glycerine having been used; and there have been some similar works in progress in *Dover* harbour, where dynamite was used, of which it would be interesting to learn the cost; but the cost of such works must vary with the quality of the material to be removed, and rather than an estimate on results obtained elsewhere under other conditions and from different material, it would appear to be better to have the results of actual experiments on the site to go upon.

9. Whatever the conclusion may be as to the dock site on walls, there cannot, in my opinion, be any doubt as to the advisability of clearing out the narrows between Cross Island and the main. The extent to which the work may be carried, the depth and width of channel to be obtained, may depend somewhat on rate of cost; but a channel 300 feet wide. Mr. Ormiston's survey shows, would not be a very formidable work, and I would suggest that the Chief Engineer may be requested to prepare an indent for the plant and materials necessary for an early commencement of the work.

F. MATHEW, Member of Dock Committee.

12th June, 1874.

The above memo. is forwarded to the Secretary for submission to the Chairman and other members of the Dock Committee.

12th June, 1874. F. MATHEW.

No. 331.

ELPHINSTONE CIRCLE, Bombay, 28th May, 1874.

Forwarded to the Officiating Chief Engineer, with the request that he will furnish the report referred to in para. 2.—By order,

G. MANSON, Secretary.

INTERIM REPORT OF DOCK COMMITTEE TO THE TRUSTEES.

It has hitherto been considered that the site for the docks had been finally disposed of by the Government of India letters Nos. 41-B.C. and 118-B.C. of 1874.

The Dock Committee now understand that this question of site is again re-opened by Government of Bombay and Government of India; they have therefore asked Mr. Ormiston to report generally upon the Mody Bay site as compared with the site on the Elphinstone Estate. Upon receipt of Mr. Ormiston's report the Dock Committee will consider Mr. Edwin Clark's scheme, and report thereon so far as can be done with the limited information now before them.

H. P. LEMESURIER,
Chairman, Dock Committee.

No. 146.

ESTIMATE framed by Thomas Ormiston, Esq., Chief Engineer, Bombay Port Trust, of the probable cost of completing the Reclamation of the Mody Estate, and of the construction of a Dock and Basins as per Plan No. 1171.

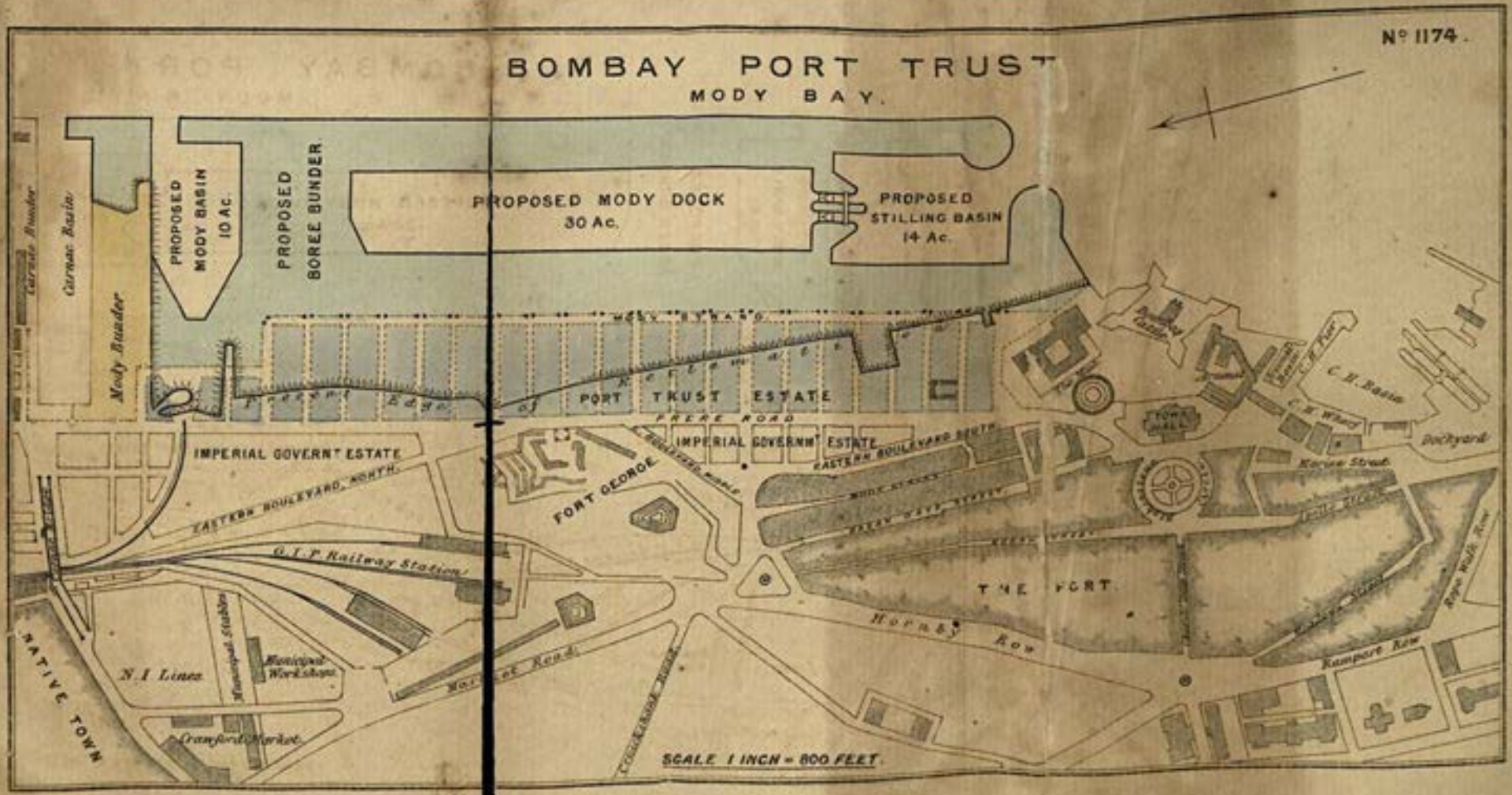
Dated 10th June, 1874.

GENERAL DESCRIPTION.

Note.—The Levels herein referred to are on Town Hall datum on which Bunder Level is 91·00

Extreme H. W. S. T.	88·60
H. W. S. T.	86·30
H. W. N. T.	83·30
M. W. L.	80·30
L. W. N. T.	77·30
L. W. S. T.	74·30
Extreme L. W. S. T.	72·00

1. The Mody Basin is to be 1,050 ft. long and 500 ft.


Nº 1174.
BOMBAY PORT TRUST
MODY BAY.
PROPOSED MODY BASIN 10 Ac.
PROPOSED BOREE BUNDER.
PROPOSED MODY DOCK 30 Ac.
PROPOSED STILLING BASIN 14 Ac.
Carnac Basin
Mody Bunder
Carnac Bunder
Present Edge of PORT TRUST ESTATE
Reclamation
Mody Bunder Road
IMPERIAL GOVERNMENT ESTATE
EASTERN BOULEVARD NORTH.
FREAR ROAD
FORT GEORGE
IMPERIAL GOVERNMENT ESTATE
EASTERN BOULEVARD SOUTH
G.I.P. Railway Station
THE FORT
Hornby Row
Rampart Row
Esplanade Road
Cruickshank Road
Queen's Road
Apollo Bunder
G.I.P. Pier
C.H. Basin
C.H. Wharf
Dockyard
Ferry Wharf
Custom House
Bombay Port Trust Railway
Municipal Stables
Municipal Workshops
N.I. Lines
Crawford Market
NATIVE TOWN
SCALE 1 INCH = 800 FEET.

wide at the widest part, with an entrance of 150 feet wide; it has an area of 10 acres. It is intended to be deepened to 58·00.

The rock in the basin rises to 61·00, it would be removed to 56·00.

The front walls of Boree Bunder and the whole of the walls of Mody Bunder would be founded on block work set dry in a dredged trench. The superstructure would be of rubble masonry with composite facing; when this is completed, it would be backed up with a puddle wall and moorum filling temporarily faced with rubble stone; it is expected this would be water-tight, and a dam being thrown across the entance the tide would be excluded and the walls inside built in timbered trenches. The basin would be shut off from the space southward by a bank along the middle of Boree Bunder, temporarily protected by rubble stone.

The approach channel is to be made 300 ft. wide and dredged to 60·00, there being a bar of rock at this level across the upper end. The sheds, cranes, bollards, and other fittings are taken to be the same cost as those estimated for the Musjid Basin.

The Mody Bunder is to be completed to its full length so as to be in the alignment of the Elphinstone frontage.

Berthage.	L. ft.		Berths
In Mody Basin	2,640	÷ 250 =	10·56
In Carnac Basin	450	„	1·80
Along Harbour frontage, Boree Bunder	630	„	2·52
Do. Mody do. ..	450	„	1·80
Total L. ft.....	4,170	= No.	16·68

2. The Mody Dock is to be 2,600 feet long and 500 feet wide, with 2 single 60 feet entrances. The sills to be at 59·30 and the bottom of the dock 57·50; the rock in the dock rises to 64·00; it would be removed to 56·00. The width of the wharfs is 300 feet. The area of the dock is 30 acres.

Berthage.	L. ft.		Berths.
In Dock.....	5,960	÷ 250 =	23·84
Along Harbour frontage	3,000	„	12·00
Total L. ft.....	8,960	= No.	35·84

The cranes, bollards, and other fittings are taken to be the same as those for the Elphinstone Dock.

The construction would be as described for the Mody Basin.

3. The Stilling Basin is 1,000 feet long and 700 feet wide, the entrance is shown 250 ft. wide, but I should be inclined to reduce it. The recesses on either side of the dock entrances at the head of the basin would be constructed to act as wave traps. The bottom to be dredged to 57·00; the rock rises to 58·00, and would be removed to 56·00; the construction would be as described for the Mody Basin. One shed 700 by 60 is included, and the usual fittings, such as bollards, capstans, &c.

The area of the Basin is 14 acres.

Berthage.	L. ft.		Berths.
In Basin	1,700	÷ 250 =	6·80
Along Harbour frontage	800	„	3·20
Total L. ft.....	2,500	= No.	10·00

4. The Reclamation provides building sites of an area equal to 203,848 sq. yds., or 42·11 acres. This area is the whole of the Port Trust Mody Land Estate, and includes ground already reclaimed but rather low, and without drains and roads.

5. The sidings would start from the main line of the G. I. P. Railway and be laid down the middle of Mody Bunder and along both sides of the dock.

6. Aggregate of available berthage :—

	Inside.		Outside.		Total.	
	L. ft.	No.	L. ft.	No.	L. ft.	No.
Mody Basin, &c. ...	3,090	12·36	1,080	4·32	4,170	16·68
Mody Dock	5,960	23·84	3,000	12·00	8,960	35·84
Stilling Basin	1,700	6·80	800	3·20	2,500	10·00
Total...	10,750	43·00	4,880	19·52	15,630	62·52

7. The first requirement is a suitable dredging machine to form the trenches. This would take 2 years to procure.

The outside walls could not be built in less than three or four years, and the inside works would take five or six years more. I therefore think the project would occupy at least 12 years in its construction.

8. The following is an abstract of the estimate in sterling money, at two shillings to the rupee :—

1.—Completing Mody Bunder, making Mody Basin, Boree Bunder, and Channel to the same.....	£256,512
Mody Dock, Stilling Basin and Channel to the same....	892 714
Reclamation of Land Estate	158,699
Sidings	13.170
Balance of cost of Dredging Plant.....	40,646
Works.....	1,361,741
Contingencies at 10 per cent	136,174
	1,497,915
Establishment, 7 per cent	104,854
Total in 12 years	1,602,769
Is per annum £133,564.	
Interest on the above at 4 per cent	444,263
	£2,047,032

9. As respects the comparative advantages of the sites for docks at Elphinstone and Mody, a good deal might be said in favour of either ; my opinion is that both are very suitable, and that both should be utilized for docks.

10. The Elphinstone Dock and Musjid Basin are about the same in respect to accommodation as the Mody Dock and Basin, but in consequence of the exposed position of the latter a Stilling Basin is necessary.

AREAS.

Elphinstone Dock	.....	29 acres.
Mody do.	30 acres.	
Musjid Basin		9 „
Mody do.	10 acres.	
Stilling do.	14 „	

BERTHAGE FOR VESSELS 250 FEET IN LENGTH.

	Elphinstone.	Mody.
In dock	23	24
Along harbour frontage of do.....	3	12
In Tidal basins	9	12
Along harbour frontage of do	2	4
In Stilling basin..		7
Along harbour frontage of do.....		3

These are round numbers.

The depth on the sills at both places are alike.

The prices in the estimates for both works are alike.

Owing to the monsoon sea measures would require to be adopted at Mody to prevent the waves running over the wharfs along the harbour frontage; it might be considered desirable to raise the harbour wall, but this would not materially affect the estimates.

11. The estimate of the Elphinstone project complete is, including 2 lacs for a Swing Bridge, 95 lacs of rupees; that of the Mody project complete is 204 lacs of rupees, in this amount the Land Estate counts for 24 lacs, leaving 180 for Mody as against 95 for Elphinstone. The time would be twelve years as against seven.

12. The estimate for the Mody Dock alone with Stilling Basin is 128 lacs as against 70 lacs for the Elphinstone Dock alone including Swing Bridge. The time would be ten years as against six.

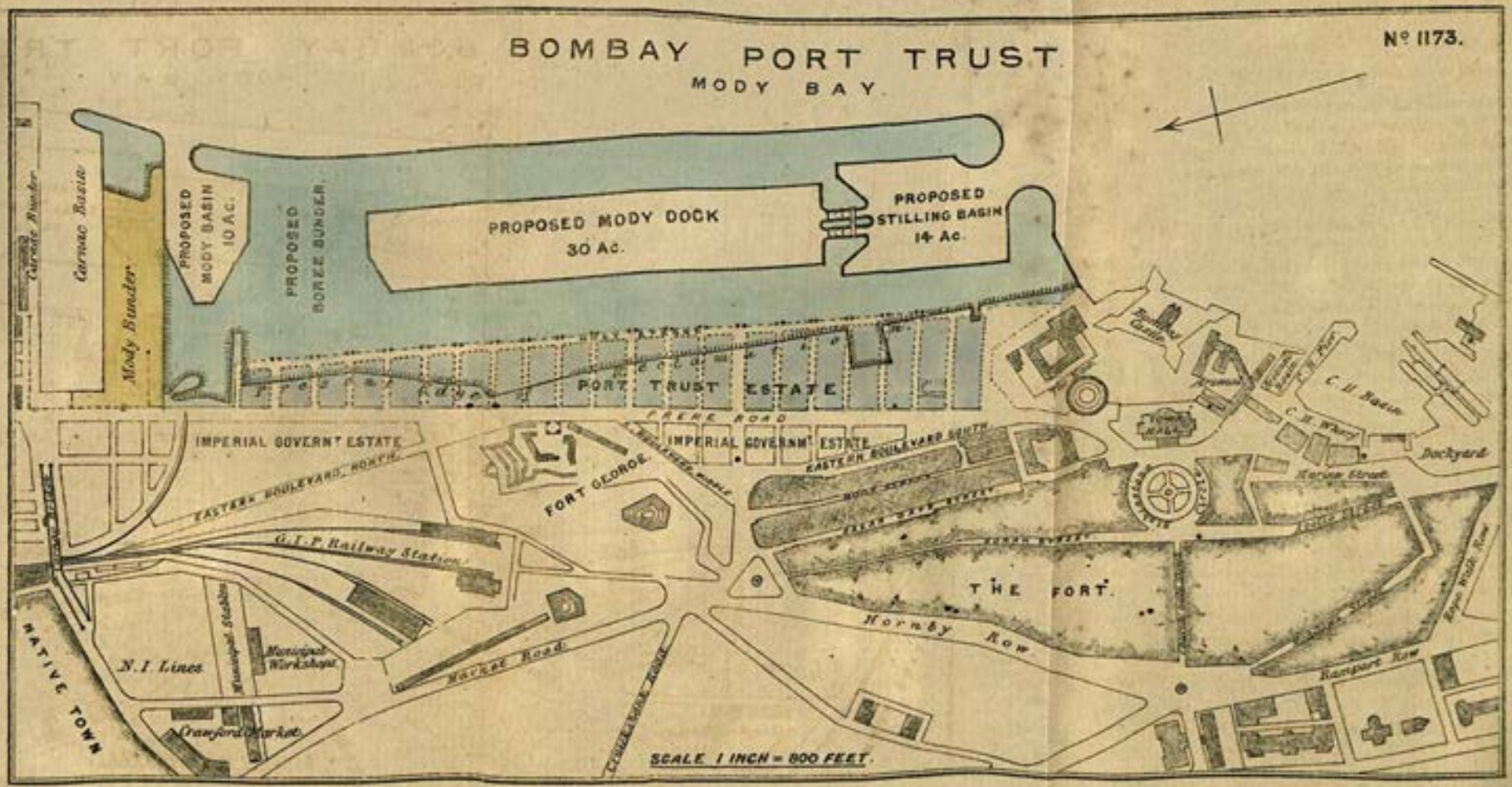
THOMAS ORMISTON,
Chief Engineer.

P.S.—The accompanying plan, 1173, shows the Mody Dock slewed to the westward so as to clear the Cross Island reef and get a lateral channel not less than 300 ft. wide by dredging only, except at a few isolated places where there is rock.

By this alteration the building sites on the Land Estate would be reduced by 66, 289 sq. yds. or 13¾ acres; the deduction from the estimate would be for works, contingencies, and establishment, 6½ lacs of rupees, and including interest 8⅛ lacs.

The estimates for the Docks and Basins would be very little affected.

The plan also shows the Elphinstone Docks, and thus gives a view of the whole foreshore from Mazagon to the Dockyard, laid out to the best of my ability, and so far as I know the nature of the bottom.


BOMBAY PORT TRUST
MODY BAY
No 1173.
Carnac Basin
Mody Bunder
PROPOSED MODY BASIN 10 Ac.
PROPOSED BORER BUNDER.
PROPOSED MODY DOCK 30 Ac.
PROPOSED STILLING BASIN 14 Ac.
PORT TRUST ESTATE
IMPERIAL GOVERNT ESTATE
EASTERN BOULEVARD NORTH
FORT GEORGE
CREEK ROAD
IMPERIAL GOVERNMT ESTATE
EASTERN BOULEVARD SOUTH
G.I.P. Railway Station
N.I. Lines
Municipal Workshops
Municipal Stables
Crawford Market
Market Road
NATIVE TOWN
THE FORT
Hornby Row
Rampart Row
Dockyard
SCALE 1 INCH = 800 FEET.

DETAILS.

		Quantity.		Rate.	Amount.
Block Wall.					
Dredging Trench 35 by 9...		Brass.	3·15	5/	15·75
Preparing bottom and extra for lower course ...		...	...	...	40·00
Blocks 16 by 20		,,	3·20	75/	240·00
Concrete between do. 2 by 4		,,	0·08	55/	4·40
Rubble Masonry 6 by 5; 2 by 11; 6 by 16		,,	1·48	30/	44·40
Iron ties 2½" sq., 24 ft. in 4 ft. = 6 by 20		lbs.	1·20	2 as.	15·00
Composite facing; 15½ ft...		Sq.	0·16	85/	13·60
Front coping, see Estimate 1872.		C. ft.	5·42	1/12	9·48
Back do....		,,	3·25	1/4	4·06
Extra above filling for puddle and Stone pitching...		...	...	...	13·31
Per Lin. ft.....Rs.		...	...	...	400
The walls inside being of the same height may be taken at the same rate as those in the Estimate of 1872, viz., Rs. 302 per L. ft.					
Completing Mody Bunder.					
Wall 300 150 100 480 200					
Filling 550 by 320 = 176,000 150 by 100 = 15,000		L. ft.	1,230	233	2,86,590
S. ft. 191,000 by 25		Brass.	47,750	3/	1,43,250
Drains		L. ft.	620	20/	12,400
Metalling		Sq.	1,910	8/8	15,996
Mooring Rings and Chains		No.	41	40/	1,640
Extra for one Stair		...	...	...	1,220
Do. for one Slipway		...	...	...	7,500
				Rs.	4,08,596
Mody Basin.					
Dredging ... ...670 by 500 = 335,000 380 by 310 = 117,800 150 by 150 = 22,500					
475,300 by 9		Brass.	42,777		
(67—58=9) D. D. Rock above 58·00=		...	815		
			41,962	2/4	94,414
Rock above 56·00		...	1,432	9/	12,888
Dam across Entrance (Estimate p. 4)...		...	...	...	25,000
Mooring Buoys as in Musjid Basin		...	...	...	7,675
				Rs.	1,39,977
Borer Bunder.					
Filling ... ...1,650 by 300 = 495,000 350 by 200 = 70,000 500 by 500 = 250,000 350 by 150 = 52,500					
Sq. ft. 867,500 by 24		Brass.	208,200	3/	6,24,600
Metalling—		Sq.	8,675	8/8	72,563
Block walls 650 350 150					
		L .ft.	1,150	400/	4,60,000
Carry Forward...				Rs.	11,57,253

	Quantity.		Rate.	Amount.
Brought Forward...			Rs.	11,57,253
Dam walls 400 120 400 700				
2 Capstans ... ... Cranes and Seats ... Bollards ... ... Water Supply ... Sheds... ... ... } As estimated for Musjid Basin.	... ...	1,620	302/	4,89,240 3,200 36,000 16,875 7,600 1,62,000
			Rs.	18,72,178
MODY CHANNEL.				
				Rs.
Dredging 5,000 by 300 by 2-6	Brass.	37,500	2/4	84,375
Abstract of First Division of Estimate.				
Completing Mody Bunder.	...	...	...	4,68,596
Mody Basin...	...	...	...	1,39,977
Boree Bunder	...	...	...	18,72,178
Mody Channel	...	...	...	84,375
			Rs.	25,65,126
MODY DOCK.				
Block walls	L. ft.	3,000	400/	12,00,000
Dam do. 2,600 2,500 500 2-130 260 2-200 400 2-100 200				
Filling ...2,700 by 220 = 594,000 by 24 = 14,26,000 2,700 by 300 = 810,000 by 27½ = 22,275,000 1,020 by 300 = 306,000 by 24 = 7,344,000 100 by 100 = 10,000 by 24 = 240,000 2-200 by 150 = 60,000 by 28 = 1,680,000 300 by 40 = 12,000 by 28 = 336,000 S. ft. 1,792,000	,,	6,460	302/	19,50,920
	Brass.	461,310	3/	13,83,930
Metalling	Sq.	17,920	8-6	1,50,080
Dredging...2,600 by 500 by (65-57) 8 = 10,400,000 D. D. Rock to 57·00. ... ... = 1,110,000				
Mud, Clay, &c.	Brass.	92,900	2-4	2,09,025
Rock removed down to 56·00	,,	15,600	9	1,40,400
Entrances complete, Estimate p. 55 = 7,53,695 Wings do. p. 54 = 1,11,804				
Capstans... ... ... Cranes and Seats ... Bollards ... ... Mooring Buoys... ... Water ... ... Sheds ... ... } Per Estimate of Elphinstone Dock, p. 54.	... ...	... ...	... ...	8,65,499 9,600 1,05,020 38,475 23,025 15,510 3,06,000 3,480
Extra for 4 Stairs	...	...	...	2,00,000
Swing Bridge.	...	...	...	
			Rs.	66,00,964
STILLING BASIN.				
Block Walls 850 640 150 472	L. ft.	2,112	400	8,44,800
Carry Forward...			Rs.	8,44,800

	Quantity.		Rate.	Amount.
Brought Forward...			Rs.	8,44,800
Dam Walls 1,000 700 300	L. ft.	2,000	302	6,04,000
Filling 1,000 by 300 = 300,000 by 31 = 9,300,000 1,000 by 100 = 130,000 by 23 = 2,990,000- 300 by 400 = 12 ,000 by 31 = 3,370,000...	Brass.	160,100	3	4,80,300
S. ft. 550,000				
Metalling	Sq.	5,500	8-6	46,750
Dredging 900 by 700 by 6= 3,780,000				
D. D. Rock above 57·00 144,000	Brass.	36,360	2-4	81,810
Rock above 51·00	,,	2,113	9	19,017
Dam across Entrance, say	...	...	...	30,000
Shed 70 by 60	Sq.	420	300	1,26,000
2 Capstans	...	...	...	3,200
Bollards	...	...	...	16,875
3 Slipways	...	...	...	22,500
Buoys...	...	...	...	7,675
Water Supply	...	...	...	7,600
			Rs.	22,90,527
Mody Dock Channel.				
Dredging 800 by 800 = 640,000 400 by 300 = 120,000				
760,000 by 1'·6"	Brass.	11,400	2-4	25,650
Mooring Buoys, say	...	...	...	10,000
			Rs.	35,650

Abstract of Second Division of Estimate.

Mody Dock...	Rs.	66,00,964
Stilling Basin		22,90,527
Channel		35,650
Total...	Rs.	89,27,141

Reclamation of Land Estate.

Filling—				
1,150 by 600 = 690,000				
1,700 by 700 = 1,190,000				
1,880,000 by 22 ft. = 41,360,000				
1,500 by 230 = 345,000				
3,000 by 400 = 1,200,000				
1,545,000 by 2. ft. = 3,090,000				
C. ft. 44,450,000				
Drains, 3·6 by 2·3 1,000 800 4,070 11,200	Brass.	444,500	3	13,33,500
6·0 by 4·6...	L. ft.	17,070	7	1,19,490
6·0 by 5·0...	,,	450	14	6,300
	,,	1,030	15	15,450
Carry Forward...			Rs.	1,41,740

	Quantity.		Rates.	Amount.
Brought Forward...			Rs.	1,41,740
Fencing 720 240 100 4,300 5,360				
D. D. Gates 19-20 = 380 5-40 = 200 580	L. ft.	4,780	3	14,340
Single 20 ft. gates, complete with paving	No.	19	900	17,100
Double do.	,,	5	1,400	7,000
Roads 260 16-560 = 8,960 40 ft. wide	L. ft.	9,220	3-8	32,270
320 650 4-560 = 2,240 4,250				
60 ft. wide	,,	7,460	3-12	27,970
80 ft. wide	,,	570	4-	2,280
Do. spaces 200 by 260 and 200 by 70.	,,	660	8-6	5,527
Gullies with pipes...	Sq. ft.	134	43-	5,762
			Rs.	15,86,989
SIDINGS.				
23,195 L. ft	Miles.	4·39	30,000	1,31,700
BALANCE OF COST OF DREDGING PLANT.				
Cost of Plant, see Estimate	...	...	...	5,25,600
Dredging Mody Basin ... 41,962 Brass.				
Mody Channel... 37,500 ,,				
Mody Dock ... 92,900 ,,				
Stilling Basin ... 36,360 ,,				
Dock Channel ... 11,400 ,,				
Plant allowed in price ... 220,122 ,, at as. 8·66.	...	...	...	1,19,141
			Rs.	4,06,459

REPORT OF THE DOCK COMMITTEE.

H. P. LEMESURIER, Esq., *President.*

Colonel BALLARD...
Colonel TREVOR ...
Captain GILES.....
F. MATHEW, Esq... } *Members.*

BOMBAY, 17*th June*, 1874.

The Dock Committee have the honour to report, for the information of the Trustees, that they have examined most carefully the design for the Elphinstone Dock and approaches as prepared by Mr. Ormiston.

2. They have had under consideration a general scheme

for the utilization of Mody Bay which has been drawn out by Mr. Ormiston, and is herewith submitted.

3. The Dock Committee have directed their attention to the Mody Bay question with a view to reporting upon the scheme put forward by Mr. Edwin Clarke.

4. The estimates, specifications of works, and conditions of contract for the Elphinstone Basin, which accompany Mr. Ormiston's designs, have been examined in detail by the Committee.

ELPHINSTONE DOCK.

5. (*a*).—The original design for this dock has been modified by altering the approach, so as to place the entrance to the dock in the south-east corner instead of in the centre of the eastern side, and facing to the south-east instead of to the east.

(*b*).—By this plan, the *necessity* for opening the Elphinstone Channel is altogether obviated, and there is now no further occasion to discuss the practicability of dredging out and maintaining this approach.

(*c*).—In a report of the Dock Committee, dated 19th May 1874, the majority of the Committee express unfavourable opinions as to this channel, in which view Mr. LeMesurier does not coincide. He desires here to state that he considers the material through which this channel if ever it is required, would be dredged, will not require such a flat slope as Mr. Ormiston has provided—viz., 12 to 1, and would not be costly to maintain under the conditions of a brisk screw steamer trade. Some light will, however, be thrown on this question during the progress of the works in the course of the next few years.

(*d*).—After very full discussion it has been decided to recommend to the Trust a dock entrance, as shown on the signed plan 1156, which is accepted by Mr. Ormiston as a feasible entrance, although he would prefer an entrance at right angles to the dock face. It must be noted, however, that some members of the Committee are of opinion

that the entrance might have been made even more directly to the south than is shown on the plan 1156, and that such a channel would be easier to work and less expensive to maintain.

(*e*).—The design, as now submitted to the Trust, provides for a channel by which the dock can be approached from the south, with a bottom width of 300 feet at reduced level 57·00; this will allow of a depth of 15 feet at extreme low water spring tides, and of 23 feet at mean sea level, 26·00 at H.W. neap tides, and 31·00 at H.W.S.T. The velocities of the current will be somewhat equalized, but will not be very materially altered from what they are at present.

(*f*).—The closing of the entrance in the east face of the dock admits of the possibility of a saving on the estimated cost for the whole work of about nine lacs of rupees, that is to say, the total amount may be reduced from 67 lacs to 58 lacs. This saving can be effected by completing the eastern wall (or eastern jetty as it is called on the plans) in the same manner and with the same class of work, founded at the same depth, as is the existing portion of the wall.

6. This saving represents a large sum of money, and may be deemed worthy of consideration. Mr. Ormiston admits the practicability of carrying out the design in such a manner as to attain to this end, but he strongly advises the Trust not to be led away by a wish to diminish the first outlay by the adoption of a plan which he thinks must ultimately result in heavy expenditure under peculiarly disadvantageous conditions. The Committee do not think there will be any pressing necessity for building this wall, and recommend that the expenditure of the nine lacs may be saved.

7. It remains for the Committee to state that they have carefully gone through, in detail, the conditions of contract and the specification of works, and they have altered such parts as appeared capable of improvement.

They consider that these documents, as now laid before the Trustees, are sufficient to allow of the works being let to

contract except so far as they are affected by the altered entrance referred to in para. 5 (*a*).

8. The bill of quantities appears to have been properly made out, and the rates (for arriving at which full data are furnished) are moderate, and the Committee consider that responsible contractors would be willing to undertake to do the work at the rates given.

9. The Committee trust that they have now complied with the conditions of para. 6 of Government Resolution No. 507 of 20th April 1874, and beg to report that the project is sufficiently matured to be put in hand if sanctioned by the Trustees and by Government.

Mr. Edwin Clarke's Scheme.

10. The Trust are fully aware that until Mr. Clarke's scheme was submitted for their consideration, by the orders of Government, the question of the Mody Bay site had, for the present at all events, been considered as disposed of.

11. It has not been an easy matter, however, to comment on Mr. Clarke's scheme without to some extent re-opening the whole question. To enable the Trust the more readily to undertake this duty, a general plan for a dock at the Mody Bay site has been prepared by Mr Ormiston, together with an estimate of the cost of such a work.

12. The Committee desire to state that Mr. Ormiston has, for many years past, had under consideration the character of a design for docks in this position, and his plan is not open to some of the objections which appear on Mr. Clarke's design : these objections may be briefly summarised as follows :—

(1).—Mr. Clarke's scheme has been submitted to the Committee in an incomplete form, and is not accompanied by estimates.

(2).—The design as a whole is beyond the present requirements of the Port or the means of the Trustees.

(3).—If the whole project was carried out it would not be practicable to work the existing trade of the Port through the openings and inside channel provided.

(4).—The position of the entrance as designed is too exposed, and is so arranged that ships would lay in a measure across the tide.

(5).—A leading feature in the design is a long bank on the harbour face, with pitched slopes and jetties on the inner side. It is perfectly clear that in such a position by work of this class a large area of most valuable space would be rendered useless.

(6).—The destruction of work already completed by cutting through Carnac, Nicol, and Musjid Bunders, the destruction of the south wall of Mody Bunder, and the filling up of Mallet Basin on all of which a very large amount of money has been already expended.

(7).—The zigzag principle of the inner large dock wall would not be economical in construction and is not required.

(8).—With regard to the lift dock, the Committee can see no occasion whatever to justify the removal of the Hog Island lift from its present site to a position which would occupy practically one-fourth of the whole area of the Elphinstone Dock, which area would be worth in round figures £150,000, representing a rent for interest alone of £6,000 a year.

The cost of removal and re-erection, and the value of the new site, as proposed by Mr. Clarke, would very nearly double the present expenditure on the lift.

(9).—The Railway arrangements as they are drawn are not those best adapted to the requirements of the Bombay trade.

(10).—In fact, there does not appear to be any special or new feature in Mr. Clarke's design taken as a whole to commend it to the serious attention of the Trust.

13. The only portion of Mr. Clarke's design that appears to the Committee to be worthy of consideration is the proposal to utilize Mody Bay.

14. To enable the Committee to take this proposal fairly

into consideration, they have obtained an estimate from Mr. Ormiston for his plan for docks at Mody Bay.

15. The Mody Bay project, as designed by Mr. Ormiston, and estimated at the same rates, so far as they will apply, as have been adopted in the Elphinstone scheme would cost 204 lacs, of which the Land Estate stands at 24 lacs, thus leaving 180 lacs for the cost of Mody Bay Dock and Basin, as against 95 for the complete Elphinstone scheme.

16. The time required for construction would be 12 years in the one case as against 7 years in the other for the whole project.

17. The Elphinstone Dock would cost 70 lacs according to Mr. Ormiston's report No. 146, para. 12, of 10th June 1874 (but if the southern entrance is adopted, it would be reduced to 59 lacs) and the Mody Dock 128 lacs; but the majority of the Committee are of opinion that alterations in the latter estimates may be made as follows :—

(1).—The Stilling Basin appears unnecessary, a pier or break-water, from the Castle as approved by the Committee of 1867 for Mr. Russel Aitken's designs, or some other arrangement, would answer. This would save ..... 20 lacs
Or, would add one-half to the area of the Dock Basin if the money proposed were spent.

(2).—The area of land reclaimed by the Mody Bay Dock scheme is 240,000 square yards more than that recovered by the Elphinstone Dock scheme, and at Rs. 20 per square yard is worth, after deducting the cost of reclamation ..... 30 lacs.

(3).—Mr. Ormiston puts the cost of filling in at the Elphinstone Dock at half a rupee per 100 cubic feet (instead of 3 rupees as at Mody Bay), because, as he says, the "material will be got from the dredging and excavation." The same principle applied to the Mody Bay Estate to the extent of reducing the rate by one half would reduce the estimate by about .... 5 lacs

(4).—If instead of building a regular wharf wall on the harbour frontage, Mr. Clarke's system, or a modification of it, were adopted, there would be a saving of say .. 7 lacs and of 5 years in time.

(5).—The plan for placing Mody Dock suggested in the P.S. at page 5 of Mr. Ormiston's report, No. 146, of 10th June, is the one referred to in the above memoranda, and gives a further saving of..... 6 lacs

(6).—The total reduction of cost is thus ..... 68 lacs
reducing the Estimate to 60 lacs.

18. On the other hand, the long channel of approach to the Elphinstone Dock (even supposing the eastern approach is abandoned) will cost more for dredging than the Mody Dock approach, say half a lac per annum ; at 4 per cent. this adds 10 lacs to the Elphinstone Dock project, bringing it up to 69 lacs.

19. These figures are given in a general way to show that the Mody Dock may not contrast unfavourably, whether as regards time or expense, with the other.

20. The Committee have not obtained any estimate of the cost of Mr. Clarke's design for a dock in Mody Bay, but from the observations already made, it will be seen that their opinion is in favour of Mr. Ormiston's plan, on its general merits, and they think that with the modification suggested, it will also prove the least expensive.

21. In the opinion of the majority of the Committee, it is to be regretted that the advantages of Mody Bay as a site for docks have not of late received the attention that ought to have been bestowed on the question before a final decision was arrived at.

22. Mody Bay was the site selected by the Committee of 1867, and the chief ground for setting aside their decision was the increased value which would accrue to the Elphinstone Estate by placing docks there, an argument which loses much of its force when it is remembered that the Port Trust and Government have a large unoccupied area at Mody Bay.

23. If the docks are placed at Mody Bay, the wharfage and anchorage of the immense coasting trade, which from time immemorial has centred at the Elphinstone Estate are left undisturbed. The arrangement would be more convenient both to the foreign and coasting trade, and would be preferred by the owners of property in the Fort, Colaba, and the Native Town.

24. It rests for the Trustees to decide whether they wish to re-open the question of docks at Mody Bay at all.

25. Paras. 17 to 24, reviewing Mr. Ormiston's Mody Bay plan, and placing before the Trust certain modifications in the estimates, have been inserted at the request of the majority of the Committee. Mr. LeMesurier refrains from

an expression of his opinion, as he is unable to satisfy himself at short notice as to the accuracy of the views therein contained, and he does not consider that a further reference to Mody Bay is now called for, beyond what is necessary to review Mr. Clarke's scheme.

26. He would point out that the Elphinstone scheme is already far advanced, whereas Mody Bay is at present a part of the open harbour, and he is of opinion that the present construction of a wet dock, wherever it may be placed, can be considered but as the first step towards the gradual but certain improvement of the Port of Bombay, and the completion of the existing Elphinstone works naturally suggests itself as the first and most prudent step in this direction. If docks are built elsewhere, the Elphinstone Estate would remain as at present a burthen on the Trust and on the trade.

27. He considers that the carrying out in the first instance of the Elphinstone project, would provide for the existing trade, and would leave Mody Bay free as a site for the docks of the future, which will surely be required, and must, when the time comes, be designed to meet the then requirements of the shipping, the trade, and port of Bombay, which may be very different from those of the present day.

H. P. LeMESURIER,
President of Committee.

No. 78.

ELPHINSTONE CIRCLE, BOMBAY, 18*th June*, 1874.

Excerpt from the Proceedings of a Meeting of the Trustees of the Port of Bombay held on the 18th instant.

Submitted report of the Dock Committee, dated 17th June 1874.

(1).—On the design for the Elphinstone Dock and approaches as prepared by Mr. Ormiston.

(2).—On a general scheme for the utilization of Mody Bay.

(3).—On the scheme put forward by Mr. Edwin Clarke for providing dock accommodation at Bombay.

A printed copy having been furnished to each of the Trustees before the Meeting, the report was taken as read, and the following Resolutions were passed on it:—

RESOLUTION.—(1.) As regards Mr. Edwin Clarke's scheme the Trustees agree with the expression of opinion contained in the sub-paragraph No. 10, on page 4 of the Dock Committee's report, which is that "there does not "appear to be any special or new feature in Mr. Clarke's "design taken as a whole to commend it to the serious "attention of the Trust."

(2.) With reference to para. 24 of the report which is as follows:—"It rests for the Trustees to decide whether they "wish to re-open the question of docks at Mody Bay at all," it was proposed by Colonel Trevor and carried that "The "Trustees recognize the great advantages of Mody Bay, "but the works at the Elphinstone Estate are so much "further advanced that both the immediate outlay and the "time required for commencing and carrying out the works "will be considerably less than if the Mody Bay scheme were "adopted, and on this ground they consider that the dock "on the Elphinstone Estate should be taken first in hand, "and the Mody Bay site reserved for the additional docks "that will probably be required before the lapse of many "years."

(3.) It was then proposed by Mr. Bythell and carried that "The Trustees approve of paras. 4 to 9 inclusive of the "Dock Committee's report, and adopt the suggestions of "the Committee contained therein. The Trustees recom- "mend Government to sanction the construction of the "Elphinstone Dock and to permit the Trustees to put the "work in hand at once in accordance with the terms of the "report mentioned above."

[True Excerpt.]

G. MANSON, Secretary.

No. 127 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *18th July*, 1874.

To Colonel MACDONALD, Secretary to Government, Marine Department, Bombay.

SIR,—I am directed by the Committee of this Chamber to

bring to the notice of H. E. the Governor in Council that the Government Resolutions Nos. 643 and 644, dated 12th May, were, in accordance with the suggestion contained in para. 6 of the latter Resolution, forwarded to this Chamber by the Port Trust on the 29th May, together with the Resolution of the Trust thereon, and that the Committee having had no communication from Government on the subject of these Resolutions since the discussions which took place in 1872, replied, on the 19th June, to the Trust pointing out that the members of the Chamber had already expressed their unanimous opinion in favour of the construction of the Elphinstone Dock, and that the Committee in consequence deemed it unnecessary again to convene a Meeting to ascertain the views of the members thereon.

Since these proceedings, the Committee has received from the Port Trust a letter, dated 29th June, enclosing a copy of the Report of the Dock Committee, dated 17th June 1874, but no further information has come to hand.

The construction of docks being a question of extreme importance to the mercantile community, whose interests will be principally and deeply affected thereby, I am directed to observe that whilst a lengthened correspondence on the subject has, the Committee understands, been passing between Government and the Port Trust, no communication, except those above-mentioned, has been made to the Chamber.

The Committee therefore directs me to request that H. E. in Council will be pleased to move the Government of India to favour this Chamber with information as to the position in which the proposals for the construction of docks in the harbour of Bombay now stands, and to supply the Chamber with copies of any correspondence which may hereafter take place on the subject.—I have the honour, &c.,

J. GORDON, Secretary.

BOMBAY, *20th July*, 1874.

To J. GORDON, Esq., Secretary, Chamber of Commerce.

SIR,—We beg that you will do us the favour to lay before the Chamber of Commerce, at your earliest convenience, the annexed copy of a Memorial, dated 25th ultimo, addressed to His Excellency the Governor in Council of Bombay,

against the proposal of the Trustees of the Port to construct a dock on the site now occupied by the Elphinstone Basin, the channel of approach to which must be either to the north of Cross Island, or between Cross Island and the shore.

In repeating that the proposed measure is calculated to inflict grievous injury on the extensive native trade of this port, we beg respectfully to invite the special attention of the Chamber to paras. 21 to 23 of the Report (dated 17th June 1874) of the Dock Committee of the Trust, which render it perfectly clear that the measure in question is quite uncalled for.

We therefore earnestly solicit the powerful co-operation of the Chamber of Commerce in our humble endeavour to protect the trade above alluded to from the impending danger.—We have the honour to be, &c.,

DWARKADAS VUSSONJEE,
and others.

MEMORIAL AGAINST THE PROPOSED DOCKS.

To His Excellency the Hon. Sir Philip Edmund Wodehouse, K.C.B., Governor in Council, Bombay.

The Humble Memorial of Native Merchants and Traders of Bombay,

Most Respectfully Sheweth,—That your Memorialists learn with regret, from the published proceedings of the Trustees of the Port of Bombay, that it is contemplated to construct a dock on the site now occupied by the Elphinstone Basin, to which the channel of approach must be either to the north of Cross Island, or between Cross Island and the shore.

2. That if this proposal is confirmed by Government, the effect of it will be to incommode a large portion of the native trade in its present wharfage and anchorage, which is in the centre of trade and convenient proximity to the native town, and to impose a heavy loss on those engaged in the trade in consequence of the difficulties they will experience in getting access to the native town, and in procur-

ing land carriage for the transport of their goods from so great a distance.

3. That it is a well-known fact that both the Mazagon and the Frere Land Companies are doing all in their power to divert the trade from the bunders of the Trust to their own wharves, and your Memorialists would respectfully submit that nothing could be more calculated to accomplish that object than the measure proposed by the Trustees, who thereby would be deprived of one of their principal sources of income.

4. That your Memorialists would respectfully beg leave to remind your Excellency of the fact that before the purchase of the Elphinstone property by Government, the greater portion of the foreign trade was carried on at Colaba and the Fort Customs Bunder. It was the native trade that was, so to speak, bound hand and foot to the Elphinstone Company, and as one of the principal objects of Government in the purchase of the said property was to liberate that trade from the trammels that were imposed upon it, your Memorialists need scarcely remark that that object would be considerably nullified by the proposed action of the Trustees.

5. That in corroboration of some of the points respectfully submitted for the consideration of your Excellency in this Memorial your Memorialists would humbly solicit attention to the Report (copy of which is annexed) No. 505, dated 20th May 1874, signed by Captain W. L. Searle, Deputy Conservator and Master Attendant of the Port, and Mr. John Ryan, Traffic Manager, Bombay Port Trust, already published in the *Times of India*.

6. That your Memorialists would further beg leave to represent that at present native craft have undisturbed communication with the Carnac, Musjid, Nicol, and Elphinstone Basins, and that as either of the proposed channels, if adopted, will run in front of these basins, such communication will be seriously impeded when large square-rigged vessels may be using the channel.

7. That, finally, your Memorialists humbly and earnestly pray that in consideration of the preceding circumstances, and of the hardship, inconvenience, and loss that will be imposed on the extensive native trade of this port, if the proposals of the Trustees are adopted, your Excellency will graci-

ously be pleased to refuse your Excellency's assent thereto.—And your Memorialists, as in duty bound, will ever pray.

DWARKADAS VUSSONJEE,
TRIBHOOVANDAS RUTTONJEE MODY,
KHATOW MAKANJEE,
LUCKMIDAS KHIMJEE & Co.,
KESSOWJEE JADOWJEE,
MOOLJEE LELADHUR,
SOONDERDAS MOOLJEE,
JADOWJEE RAGHOJEE,
MUTHOORADAS LOWJEE, and 244 others.

No. 196 OF 1874.

BOMBAY, 14*th August*, 1874.

To DWARKADAS VUSSONJEE, Esq., and others.

GENTLEMEN,—I am directed by the Committee of the Chamber of Commerce to acknowledge the receipt of your letter of the 20th ultimo, annexing copy of a Memorial addressed by you to H. E. the Governor in Council against the proposal of the Port Trustees to construct a dock on the site now occupied by the Elphinstone Basin. The Committee, I am desired to say, are at present in communication with Government on the subject of docks, and after the reply of Government has been received, your Memorial will have the Committee's consideration.—I have the honour, &c.,

J. GORDON, Secretary.

Marine Department.—No. 955.

BOMBAY CASTLE, 23*rd July*, 1874.

Letter from the SECRETARY to the GOVERNMENT of INDIA, Public Works Department, No. 239-B-C, dated 29th May 1874.

SIR,—I am directed to acknowledge receipt of your letter No. 644, of the 12th instant, forwarding copies of Resolutions by the Port Trust Commissioners respecting the Elphinstone Dock, and stating that in one of these it appears to be contemplated to raise the dock dues above Rs. 1¼ per ton on goods and Annas 4 per ton on vessels;

and that such a raising of rates would be a departure from the calculation by which the Government of Bombay understood the Port Trust Commissioners were to be guided in their proceedings. The Government of Bombay therefore recommend that the views of the commercial classes of Bombay be ascertained by means of a reference to the Chamber of Commerce.

2. Further it is gathered from the Resolutions that the Government of Bombay has requested the Port Trust Commissioners to appoint a Committee of their Engineer members to examine Mr. Ormiston's estimates, and consider it unnecessary, pending such examination, to authorize any preliminary expenditure, or to allow of Mr. Ormiston's deputation to England.

3. In reply, I am desired to state that the Government of India have no desire to impose dock dues at a higher rate than Rs. 1¼ per ton on goods, or to increase the port dues above 4 annas per ton on vessels, to meet the expenditure, past or future, upon the Elphinstone Basin. Under these circumstances, it appears that a fresh reference to the Chamber of Commerce could be of no advantage, and would only prolong the delay which the Government of India regrets has already occurred in taking measures to begin the works.

4. As the whole correspondence has been sent to the Secretary of State, and as His Lordship has requested further information on the subject, the Government of India beg that the Trustees may be authorized to direct Mr. Ormiston to proceed to England at once for the purpose of affording any information that may be required, as well as of taking measures for the commencement of the works when authorized to do so.—I have, &c., C. H. DICKENS, Colonel, R.A., Secretary to the Government of India.

Letter from the SECRETARY, BOMBAY PORT TRUST, No. 523, dated 26th June, 1874.

With reference to Government Resolution No. 783, dated 15th June, submits, with remarks, copy of a Resolution by the Trustees, No. 79, dated 25th June, making certain enquiries in respect to the 4 annas alluded to by the Government of India as port dues leviable on ships, and stating

that the Trustees wish the question of relieving the Port Trust of the present liabilities imposed by Act I. of 1873, and the question of circumscribing the future liabilities which may be incurred by the construction of docks, kept entirely distinct.

RESOLUTION.—With reference to the Resolution of the Port Trustees No. 79, of the 25th June last, this Government understand the following to be the meaning of the 3rd para. of the letter from the Government of India, No. 239, of the 29th May last, as it should be interpreted in connection with the previous correspondence, viz.,—That no alteration will at any time be made in the general dues of the port on account of any outlay to be incurred for the construction of the Elphinstone or other Dock. The cost of the latter will be recovered by means of dues to be paid for all ships which may enter the dock, and for all goods which may be landed or shipped in the dock ; the former never to exceed 4 annas per ton on the tonnage of the ship, and the latter never to exceed Rs. 1¼ per ton of goods. Ships and goods not availing themselves of the dock will not be subject to these dock dues, but to the general port dues.

2. Steps will be taken to ascertain if the Government of India concur in this interpretation, and if the answer be in the affirmative, the wish expressed by the Port Trustees at the conclusion of their Resolution will be satisfied.

Colonel,
Secretary to Government.

To the CHAIRMAN, BOMBAY PORT TRUST.

Marine Department.

BOMBAY CASTLE, 23*rd July*, 1874.

From the SECRETARY to GOVERNMENT to the SECRETARY to the GOVERNMENT of INDIA, Public Works Department.

SIR,—With reference to your letter No. 239-B-C, dated 29th May 1874, I am directed to state that this Government understand the following to be the meaning of the 3rd para. thereof, viz.,—That no alteration will at any time

be made in the general dues of the port on account of any outlay to be incurred for the construction of the Elphinstone or other Dock. The cost of the latter will be recovered by means of dues to be paid for all ships which may enter the dock, and for all goods which may be landed or shipped in the dock ; the former never to exceed 4 annas per ton on the tonnage of the ship, and the latter never to exceed Re. 1¼ per ton of goods. Ships and goods not availing themselves of the dock will not be subject to these dock dues, but to the general port dues.

2. I am desired to request that this Government may be informed if the Government of India concur in this interpretation.—I have the honour to be, sir, your most obedient servant,

J. MACDONALD, Colonel,
Secretary to Government.

Marine Department.—No. 1172.

BOMBAY CASTLE, *17th September*, 1874.

Letter from the SECRETARY to the GOVERNMENT of INDIA, No. 397-C-M, dated 24th August 1874.

SIR,—In reply to your letter No. 955, of the 23rd July 1874, on the subject of the interpretation of the 3rd para. of this office letter No. 239-B-C, of 29th May last, I am directed to state that your letter represents correctly the present views and intentions of the Government of India ; but the present decision does not bind the Government for all time, and under all the contingencies that may have to be dealt with hereafter.—I have, &c., C. H. DICKENS, Colonel, R.A., Secretary to the Government of India.

RESOLUTION.—Copy of this Government letter No. 955, with the reply of the Government of India, to be immediately forwarded to the Port Trustees, and to be placed on the Editors' table.

Colonel,
E. JAMES for
Secretary to Government.

Marine Department.—No. 975.

BOMBAY CASTLE, *27th July*, 1874.

To the CHAIRMAN, BOMBAY PORT TRUST.

Letter from the SECRETARY, BOMBAY PORT TRUST, No. 472, dated 19th June 1874.

Forwards report of the Committee appointed by the Trustees, in compliance with para. 6 of the Government Resolution No. 507, of 20th April last, to consider the plans and estimates for the Elphinstone Dock project, and also to consider Mr. Edwin Clark's scheme for providing dock accommodation at Bombay. Transmits also copy of a Resolution passed by the Trustees on the Committee's report.

Further letter from the SECRETARY, BOMBAY PORT TRUST, No. 590, dated 7th July 1874.

In continuation of his letter No. 472, dated 19th June last, submits plans and estimates, the latter amounting to Rs. 67,43,397, for the construction of the Elphinstone Dock, and solicits sanction thereto.

RESOLUTION.—The Government are now in possession of the result of that professional examination of the project and estimates for the construction of the Elphinstone Dock, the necessity for which they felt it their duty to urge very strongly on the Government of India. They have before them also conditions of contracts, specifications and estimates, with the opinion of the Committee of the Trustees that the project for the construction of the dock is sufficiently matured to be put in hand.

2. It is undoubtedly matter of satisfaction to the Government to find both the professional Committee and the Trustees as a body admitting the propriety of abandoning that entrance to the dock which constituted, in the opinion of the Government of Bombay, a serious objection to the original plan, and which led them to remonstrate against its premature adoption by the Government of India.

3. The estimate is described as "intended to cover everything to put the dock and channel in working order.

The supplementary works may be considered in detail afterwards." As to the cost of the latter there is no information.

4. The last Resolution passed by the Trustees on the 18th June approved of paras. 4 to 9, inclusive of the report of their Dock Committee, and recommended Government to permit them to put the work in hand at once. Upon this point it is to be noticed that the Committee in Section *f* of para 5 and in para. 6 recommend in opposition to the advice of Mr. Ormiston, a certain method of dealing with the eastern wall of the dock, by which they hold that the estimate can be reduced from Rs. 67,00,000 to Rs. 58,00,000. The Trustees, as shown above, support their Committee; but with their letter No. 590, of the 7th July, they submit, for sanction, an estimate amounting to Rs. 67,43,697, without any allusion to the abandonment of the proposed reduction. On this point explanation becomes necessary, and with that explanation the Government would not doubt be warranted, as far as accuracy of calculation and probable cost are concerned, in accepting the estimate without further question.

5. There are, however, weighty considerations which, in the opinion of His Excellency in Council, render it his duty, even at this late hour, to pause before recommending to the Government of India the immediate construction of this dock, and to invite them to consider whether the interests of Bombay and of India will not be best promoted by a change of plan. The Dock Committee in the 21st, 22nd, and 23rd paras. of their report expressed the following opinions :—

"21st.—In the opinion of the majority of the Committee, it is to be regretted that the advantages of Mody Bay as a site for docks have not of late received the attention that ought to have been bestowed on the question before a final decision was arrived at.

"22.—Mody Bay was the site selected by the Committee of 1867, and the chief ground for setting aside their decision was the increased value which would accrue to the Elphinstone Estate by placing docks there, an argument which loses much of its force when it is remembered that the Port Trust and Government have a large unoccupied area at Mody Bay.

"23.—If the docks are placed at Mody Bay, the whar-

fage and anchorage of the immense coasting trade, which from time immemorial has centred at the Elphinstone Estate, are left undisturbed. The arrangement would be more convenient both to the foreign and coasting trade, and would be preferred by the owners of property in the Fort, Colaba, and the Native Town."

6. The Trustees, dealing with this part of the question, on the 18th June, resolved—

"With reference to para. 24 of the report, which is as follows :—'It rests for the Trustees to decide whether they wish to re-open the question of docks at Mody Bay at all'—it was proposed by Colonel Trevor and carried that 'the Trustees recognize the great advantages of Mody Bay, but the works at the Elphinstone Estate are so much further advanced that both the immediate outlay and the time required for commencing and carrying out the works will be considerably less than if the Mody Bay scheme were adopted, and on this ground they consider that the dock on the Elphinstone Estate should be taken first in hand and the Mody Bay site reserved for the additional docks that will probably be required before the lapse of many years.'"

7. As regards the comparative outlay for the two works, it must be pointed out that the probable ultimate cost of constructing a dock at the Mody Bay should be placed at Rs. 18,00,000 less than the amount given by the Committee. They have credited the work with the value of land reclaimed, *deducting the cost of reclamation*, at Rs. 30,00,000, and have overlooked the fact that the cost of reclamation was *included in the estimate* on which their calculations are based. Following their figures, therefore, with this correction, the ultimate cost of the Mody Bay Dock would, on a rough calculation, be Rs. 42,00,000, as against Rs. 58,00,000 or Rs. 67,00,000, as the case may be, for the Elphinstone Dock.

8. But the Resolution of the Trustees above quoted entirely passes by both the extreme inconvenience which will be caused to the native coasting trade by the interruption of their communication with the Elphinstone Estate, and the undoubted superiority of position for the whole trade of the port of a dock at Mody Bay. A strong remon-

strance, a copy of which is appended, has been received from the representatives of the native trade, who receive much support from the Master Attendant and the Traffic Manager of the Port Trust.

9. It appears to His Excellency in Council, therefore, that the policy of preferring the Elphinstone to the Mody Bay site can be supported only on the supposition that the work on the former can be more speedily executed. The difference between the tw, taking Mr. Ormiston's plans for both, is estimated by Mr. Ormiston at 5 years—the difference between seven and twelve. But it is shown by the Dock Committee in clause 4 of the 17th para. of their report that by the changes pointed at by them a saving of five years in time might be effected; and they state in their 19th para., and the figures they give show, "that the Mody Bay Dock may not contrast unfavourably, whether as regards time or expense, with the other." Through the constant advance of engineering science a shorter time would suffice for either.

10. The first question then is—Is the whole or any part of the general trade of Bombay now suffering from such embarrassment, owing to the want of dock accommodation, as to justify the Government in subjecting another portion, the native trade, to much loss and inconvenience, and deliberately incurring, it may be, a larger ultimate outlay of money, for placing the dock in a position avowedly inferior in every respect to the other site available, merely for the possible object of saving time? The Government are constrained to say that with the information they possess, they cannot regard the present demand as a sufficient justification.

11. Neither can they perceive any good ground for anticipating so great an immediate increase in the trade of the port as to demand the rejection of Mody Bay, also on the score of a possible saving of time. The increase that may be hoped for from the gradual improvement of the country will probably be of slow growth. The Railway extensions that have been discussed, which will immediately affect the port of Bombay, are two—that of the Indus Valley, and that from Ahmedabad through Rajpootana to Agra and Delhi. The former of these, leading as it does

directly to the improved port of Kurrachee, cannot reasonably be expected to add to the business of the port of Bombay. The latter would certainly prove very beneficial in opening a much shorter line of communication with Northern India, and improving the means of conveyance for the produce of the central districts. But sanction has not yet been given for the commencement of that extension.

12. Taking all the circumstances, therefore, into consideration, His Excellency in Council feels it his duty to submit to the Government of India, that it is not yet too late to substitute Mody Bay for the Elphinstone Estate as the site of the dock, and that in the interest of the port such a substitution is really desirable.

13. His Excellency in Council abstains from entering into the discussion of the proposals of Mr. Clark. They appear to have been put forward rather hastily and in an incomplete form, and to need much more careful examination.

J. MACDONALD, Colonel,
Secretary to Government.

No. 177 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *6th August*, 1874.

To Colonel MACDONALD, Secretary to Government, Marine Department, Bombay.

SIR,—With reference to my letter No. 127, dated 18th July 1874, complaining of the correspondence which is passing between Government and the Port Trustees respecting the construction of Docks being withheld from the Chamber of Commerce, I am directed by the Committee to urge upon His Excellency the Governor in Council the necessity for the Chamber being furnished by Government with copies of all reports and correspondence which may be passing upon a subject so vitally affecting the interest of the mercantile community. Judging from the Resolution of the Government of Bombay No. 975, dated 27th July 1874, which appeared in the newspapers of the 30th idem, it is evident that matters of great importance to that com-

munity are now under consideration in connection with the proposed docks, but the Chamber, which represents it, has no information whatever as to what is going on beyond what is occasionally gathered from the newspapers. It is said—on what foundation the Committee are wholly ignorant—that the important question of the site of the proposed docks has been referred for settlement to the Secretary of State for India in Council. Whether this is so or not, the Committee respectfully submit that the opinion of the mercantile community is an element which Government ought to deal with in considering the question, and that since the publication of the Report of the Dock Committee, appointed by the Port Trustees, dated 17th June 1874, and forwarded by the Trustees to the Chamber, which places the whole matter in an entirely new light, the members of the Chamber may now wish to have an opportunity of reconsidering a question of so much importance.

I am therefore directed to ask His Excellency the Governor in Council to be so good as to put them in possession of all information showing the exact position in which matters stand, and to forward a copy of this letter to the Government of India, with the Committee's respectful request that copies of all correspondence which may pass upon the subject of the site, or of the construction of docks in this harbour, be at the same time sent to the Chamber of Commerce.—I have the honour to be, &c.,

J. GORDON, Secretary.

No. 250 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *12th October*, 1874.

The SECRETARY to GOVERNMENT, Marine Department, Bombay.

SIR,—I have the honour to inform you that at a numerously attended Special Meeting of the Chamber, held on the 7th and 14th of September last, it was unanimously resolved to address a Memorial to Her Majesty's Secretary of State for India urging the immediate settlement of the long standing question of Wet Docks for Bombay, and that, after fully considering the Mody Bay and Elphinstone Plans,

instructions be given to at once commence making a Dock on whichever site may have been found most suitable.

In accordance with this Resolution, I have now the honour, by direction of the Committee, to enclose the Chamber's Memorial to Her Majesty's Secretary of State, and to request that His Excellency the Governor in Council will be so good as to forward the same to His Lordship.—I have the honour to be, &c.,

J. GORDON, Secretary.

To the Most Honorable the MARQUIS of SALISBURY, Her Majesty's Secretary of State for India.

The Humble Memorial of the Bombay Chamber of Commerce

RESPECTFULLY SHEWETH,—That your Memorialists desire to urge upon your Lordship's attention the many inconveniences to which the trade of this port is subjected from the want of Docks, or Deep-water Basins, into which vessels of large size, frequenting the port, could enter for the loading and unloading of cargo.

That the system which has hitherto prevailed of loading and unloading vessels lying in the stream by means of lighters or cargo boats, has—with the limited and inadequate wharfage accommodation in the harbour, and with the accommodation such as it is being only accessible at intervals as the state of the tide admits—been always most unsatisfactory in its working, continually resulting in detention of vessels, and in expense, delay, damage, and loss of goods to importers; but that the system has become a serious evil now that the bulk of the trade is carried by Canal steamers, to whose traffic despatch is of primary importance.

That during the last five years 4,130 square-rigged ships and steamers, representing 3,654,646 tons, entered, and 4,242 square-rigged ships and steamers, representing 3,719,153 tons, cleared at this port,—showing a total annual average tonnage of 730,929 tons entered, and of 743,830 tons cleared.

That in no other part of Her Majesty's dominions, and, your Memorialists believe, in no other part of the world, is there a port, with so large a tonnage frequenting it as that

of Bombay, which is so completely destitute of all the facilities and appliances for discharging and receiving cargo and warehousing goods by which trade is fostered and attracted.

That during the last twenty years, numerous schemes for the formation of Wet Docks in this harbour have been submitted to Government and considered, without, however, leading to any practical result.

That since the acquisition by the State, however, of the foreshore property, known as the Elphinstone Estate, the Imperial and the Local Governments, though differing in opinion as to the more eligible position, concur in acknowledging that the construction of Wet Docks should, in the interests of the port, no longer be delayed. The Government of India has approved and ordered the immediate commencement of the work on the Elphinstone Estate; but the Government of Bombay, for reasons which will doubtless receive your Lordship's careful consideration, appears to be of opinion that Mody Bay offers more advantages as a site for the proposed Docks.

Your Memorialists, therefore, most humbly beg to urge upon your Lordship the settlement of the long-standing question of Docks for Bombay, and that, after fully considering the Mody Bay and Elphinstone Plans, instructions be given to at once commence making a Dock on whichever site may have been found most suitable.

And your Memorialists will, as in duty bound, ever pray.

In the name, and on behalf, of the Members of the Bombay Chamber of Commerce,

E. LORD, Chairman.
J. GORDON, Secretary.

Bombay, 6th October, 1874.

Marine Department.—No. 1286 of 1874.

Bombay Castle, 19*th October*, 1874.

From the Secretary to Government to the Secretary, Bombay Chamber of Commerce.

Sir,—I have the honour to acknowledge the receipt of your letter dated 12th October 1874, and in reply, am directed to

state that the Memorial therewith received will be forwarded to Her Majesty's Secretary of State for India by the next mail.—I have, &c.,

J. MACDONALD, Colonel,
Secretary to Government.

BOMBAY CASTLE, *17th September*, 1874.

Letter from the SECRETARY to the GOVERNMENT of INDIA, Public Works Department, No. 398-c-M, dated 24th August 1874.

SIR,—In reply to your letters No. 975 of the 27th July, and No. 1024 of 8th August last, forwarding a Resolution by the Government of Bombay, and other papers relating to dock accommodation, in connection with the Port Trust at Bombay, I am directed to convey the following observations and instructions.

2. The result of the detailed examination of the estimate by the Port Trust Dock Committee has been the submission of an estimate by the Port Trust Commissioners, dated 4th July 1874, amounting to Rs. 67,43,397, for the Elphinstone Dock. This estimate includes an entrance at the south-eastern corner instead of the centre of the eastern face, and provides for the closure of the existing entrance by an earthen dam: It does not include interest on capital during construction. Converting rupees into pounds sterling at 2 shillings for the sake of uniformity this estimate adding interest, compares as follows with Mr. Ormiston's own project for the Elphinstone Basin, dated 15th January 1874 :—

	ESTIMATE OF January.	July.
	£	£
First Total	616,224	674,340
Interest at 4 per cent. during six years	*87,353	86,047
	703,577	760,387
Less value of dredging plant.....	25,890	27,769
Total	678,288	732,618
Or	68 lakhs	73½ lakhs
Mr. Ormiston would now add a Swing Bridge in both cases, making up the cost.....	70 lakhs	75½ lakhs

* There is a miscalculation in this ; the correct figures are £78,656.

Thus taking the estimates submitted, the Trustees' scheme of dock is more expensive than that of Mr. Ormiston by £54,000. The difference is due to greater expense in masonry and excavation and to the channel requiring more dredging.

3. The Bombay Government correctly remarks that after the Committee of the Port Trust had recommended a scheme for the Elphinstone Basin less by the 9 lakhs than that proposed by Mr. Ormiston, the estimate sent up is still 67 lakhs instead of 58. In fact, the estimate sent up does not contain the reduction proposed. The reduction would be as follows (taking the estimates in pounds sterling as before) :—

Estimate submitted by the Trustees	£674,340
Reduction as per para. 33 of Mr. Ormiston's report of 8th June 1874	89,551
Balance	584,789

This reduction consists of omitting the wharf wall along the whole sea-face of the basin, thus enabling the Engineer to dispense not only with the masonry, but with the main dam which would be required for the building of this wall, while the closure of the existing entrance by inserting the dam between the eastern jetties will enable the interior walls to be built. This reduction, it will be observed, makes the cost of the Committee's project £31,435 less than Mr. Ormiston's. But the reduction is obtained by the omission of a work which is likely to be required hereafter.

4. Under these circumstances, the Government of India prefer Mr. Ormiston's original scheme.

5. It is observed that the charge of 7 per cent for establishments as entered in the estimate is not challenged by the Committee. This low rate is doubtless accepted under the conviction that the work can be let on contract within the estimated cost. If it were not so, there would necessarily be a higher charge for establishment, which might, however, be covered by a saving on rates.

6. Turning now from the consideration of the schemes for the Elphinstone Dock, to the recommendation of the Bombay Government in favour of the Mody Bay Dock project, I am to state that there is a serious mistake in the

calculations. The Committee of Trustees have not, as supposed by the Bombay Government, erred by an incorrect reduction of profits due to reclaiming land, but they have made the opposite error of calculating on profits from reclamation when the estimates did not include the cost of any reclamations.

7. That this is so may be seen from the papers enclosed with your latter No. 1024, of the 8th instant, which show that the reduced estimate of 128 lakhs for the Mody Dock is made up as follows:—

Mody Dock stilling basin and channel to the same	£	892,744
Contingencies 10 per cent		89,271
		985
Establishment 7 per cent.		68,739
		1,050,724
Interest during 10 years of construction		236,004
Total		1,286,728

or 128 lakhs.

The parts of the complete estimate which have been omitted in order to arrive at this reduced estimate, are—

Completing Mody Bunder, making Boree Bunder, Mody Basin, and Channel to the same		£256,512
Reclamation of land estate		158,699
Sidings		13,170
Balance of cost of dredging		40,646
Contingencies 10 per cent		46,903
		515,930
Establishment 7 per cent		36,125
		£552,055
Interest in complete estimate	£444 263	
„ in reduced „	236,004	
Balance		208,259
Total omitted		760,304
Add included in the 128 lakhs		1,286,728
Total estimate for Mody project complete with all subsidiary works		2,047,032

It is thus shown that in reducing the estimate to 128 lakhs, the cost of reclamation was wholly omitted.

8. The cost of this reclamation with subsidiary charges

without interest would come to £186,769 or 18 lakhs, as assumed by the Bombay Government. But interest charges for 10 years, supposing the work to be done *pari passu* with the dock, would bring the amount up to £227,689. These figures have been referred to because the point has been brought forward by the Government of Bombay; but to the Government of India it does not seem desirable to undertake any more reclamation works until the land already reclaimed begins to be saleable at a fair profit.

9. It seems then, that not only should the claim for an additional 18 lakhs be rejected, but that the credit taken for 30 lakhs on account of sale of reclaimed land in Mody Bay is inadmissible.

10. Further, the reduction of 6 lakhs for the change in position of the dock is not justified; as the reduction is only in the amount of land reclaimed, and does not affect the dock estimate. It may be observed, moreover, that had the reduction in outlay been justified, it would have been necessary to take credit for 13½ lakhs less in the value of the land supposed to be reclaimed and sold.

11. There remain three other reductions made by the majority of the Committee which may for the present stand as matters of engineering opinion. But to work out the estimate as the members of the Committee appear to have intended requires a little more calculation than they have entered into. I am directed to add such a calculation for the information of the Bombay Government:—

Works in the Mody Dock project as entered from Mr. Ormiston's estimate (see para. 7 above)		£1,050,724
Deduct as desired by the Committee—		
For stilling basin	£200,000	
In charges for filling in	50,000	
In omitting wharf wall	70,000	
		320,000
Balance		730,724
In five years, the reduced time assumed by the Committee, this will require an outlay of £146,145 per annum, on which evenly spread over the five years, interest at 4 per cent. would come to		76,619
	Total	£807,343

12. Thus, even admitting (with the exception of those

depending on land reclamation) the reductions made by the majority of the Committee both in work and in time, the cost of the Mody Bay dock project still comes to £107,000 more than that for the Elphinstone Dock taken at 70 lakhs, or £700,000, as assumed by Mr. Ormiston in the report referred to. But taking the Committee's Elphinstone Dock scheme which omits the front wharf wall, as the Mody Dock scheme also does, there is a difference of £146,000 in favour of the Elphinstone Dock.

13. It is to be remembered, however, that Mr. Ormiston has apparently not had an opportunity of explaining to the Committee his views respecting their reductions. Possibly, it might, on considering his explanations, be desirable to modify or forego them. And again, it is to be observed, that the Port Trust Commissioners as a body have not accepted the Mody Bay Dock in preference to the Elphinstone, even supposing it to cost no more than 60 lakhs.

14. Under all these circumstances the Bombay Government will be prepared to learn that the Government of India is not disposed to disturb the decision already given in favour of the Elphinstone Dock.

15. Referring to the objections to the Elphinstone Dock on the score of its interfering with the convenience of the native coasting trade referred to in the 8th para. of the Bombay Government's Resolution, I am directed to state that that question was discussed at Agra, and the Government of India believe that it admits of a satisfactory solution. It is requested that the Port Trust Commissioners may be asked to report upon it.

16. Meanwhile, however, there appears to be no reason to delay any longer the deputation of Mr. Ormiston to England. It is understood that he has already proceeded there on leave, and I am to request that the Port Trust Commissioners may be moved to authorize him to wait on the Secretary of State and explain the projects.

17. The papers now received from the Bombay Government, with copy of this letter, will be forwarded to the Secretary of State by the next mail. I have above stated the view of the Government of India both on the scheme pro-

posed by the Committee for the Elphinstone Dock, as compared with that of Mr. Ormiston, and on the proposal of the Bombay Government for Docks in Mody Bay as compared with Docks on the Elphinstone Estate. On both these points, and on the whole question, His Lordship will now be asked to decide, and having decided he will arrange for the prosecution of such works as H. M.'s Government may approve. To this decision, no doubt, the Port Commissioners will be willing to defer.—I have, &c.,

C. H. DICKENS, Colonel, R.A.,
Secretary to the Government of India.

RESOLUTION.—A copy to be furnished to the Port Trustees

E. JAMES,
For Secretary to Government.

To the Chairman, Bombay Port Trust.

APPENDIX E.

—:o:—

OVERLAND MAIL SERVICE.

BOMBAY CHAMBER OF COMMERCE, *9th June*, 1874.

To F. R. HOGG, Esq., Officiating Director General of the Post Offices of India, Calcutta.

SIR,—I am directed by the Committee of Management to inform you that a Special General Meeting of the members of this Chamber was held on the 26th May, when it was unanimously resolved that the question of the day of the departure of the Peninsular and Oriental Company's mail contract steamers from Bombay, during the fair weather, should be reopened, and that the authorities in India should at the same time be urged to represent to H. M.'s Postmaster General the claims of this country, of China, Japan, Australia, and the Settlements and Colonies in the East, to an improved postal service by which the speed of the P. & O. Co.'s mail steamers between Bombay and Brindisi would be accelerated, and arrangements effected with the Governments of Italy and France for a through express mail international train to run, at increased speed, and without unnecessary stoppage, between Brindisi and London.

In the last correspondence, on the subject of the despatch of the English mails from Bombay, which terminated with your letter dated Simla, 5th June 1872, the Committee of this Chamber requested that the departure of the mails should be postponed from Monday to Tuesday afternoon, the despatch on Monday afternoon being extremely inconvenient to the Bombay community. To this it was objected that the change would operate injuriously on the mercantile community of Madras, who would thus have had Sunday for their English mail day, instead of Saturday, and it was added that it was a great advantage to have a simultaneous delivery of Indian letters all over the United Kingdom on Monday

morning, an advantage which would be lost by the change suggested. The Committee are willing to admit the gravity of the inconvenience to Madras of a Sunday afternoon departure of the mails, necessitating working to late hours on Saturday, and frequently encroaching upon Sunday, and they therefore refrain from any longer contending for an arrangement which would entail such a hardship upon another community. But the second objection—the supposed advantage of a simultaneous delivery of Indian letters all over the United Kingdom on Monday morning, which appears to have had great weight both with the Indian and the London Post Offices—is now no longer tenable, as will be shown hereafter; and it is important that this point should receive careful consideration, for it is incredible that any practicable acceleration of the mail service should be retarded for any reason so inadequate, when it is well known that many of the London bankers and merchants, who have a direct interest in the trade of the country, recognize the great value and importance of accelerated mail arrangements.

I am, however, now directed to inform you that, after careful consideration, the members of this Chamber are unanimously of opinion that the departure of the English mail from Bombay, during the fair weather, on Friday, would be the most suitable arrangement for all interests; and they would respectfully suggest that you take this proposed alteration into your favourable consideration. The mail would then leave Calcutta on Tuesday evening, and Madras on Wednesday evening, so that the opposition formerly raised by the latter, on the ground of a Sunday afternoon departure from Madras, would no longer appear; and any objection which may be taken by London merchants on the ground that the mails would then arrive on a day inconvenient to London and the United Kingdom is adverted to hereafter. But the Committee, in asking that the day of the departure of the mails be altered, in the fair season, from Monday to Friday, have been influenced by the belief that with proper arrangements with the P. & O. Company, and with the Governments of France and Italy, the intervening time, that is to say, between Monday and Friday, would be nearly, if not altogether, saved,—for, however inconvenient the day of departure of the mails may be to a community, it is of little importance compared

with the benefit which the country would derive from a mail service accelerated to the utmost practicable limit.

By the present postal time-table, the P. & O. Co.'s mail contract steamers run between Bombay and Brindisi—a distance of 3,797 miles—in 18 days and 5 hours, which includes the maximum stoppage of 20 hours for coaling, &c., at Aden, and 30 hours for transit in Egypt, from steamer to steamer, and is equivalent to an average speed of 8 7/10 knots per hour. From Brindisi to Calais the distance is about 1,384 miles, which the mail train accomplishes in about 57 hours, equivalent to about 24·28 miles per hour, including stoppages. Five hours more are required to go from Calais to London, so that, by the present time-table, 20 days and 19 hours are allowed for the carriage of mails and passengers between Bombay and London.

The subjoined list shows the dates of departure of mails from Bombay since 1st January last, the dates of arrival in London, and the time occupied :—

Date of departure from Bombay.	Date of arrival in London.	Time occupied. Days.
5 January	26 January	21
12 „	2 February	21
19 „	9 „	21
26 „	16 „	21
2 February	24 „	22
9 „	2 March	21
16 „	9 „	21
23 „	16 „	21
2 March	23 „	21
9 „	30 „	21
16 „	6 April	21
23 „	13 „	21
30 „	18 „	19
6 April	27 „	21
13 „	1 May	18
20 „	11 „	21
27 „	16 „	19
4 May	25 „	21
11 „	1 June	21

From this list it will be seen that, notwithstanding the care with which the mail service is worked so as to arrive in London on Sunday afternoon, and so afford the advantage of a simultaneous delivery of Indian letters all over the United Kingdom on Monday morning, the mails of the 13th April arrived in 18 days, and those of 30th March and 27th April in 19 days, respectively.

But on this side, where there is no special convenience to

serve by the mails arriving on any particular day, the arrival of the outward mails, within the contract time, is more remarkable, as the subjoined list will show :—

Date of departure from London.	Date of arrival at Bombay.	Time occupied. Days.
2 January	23 January, day break.	20½
9 „	29 „ „	19½
16 „	5 February, 4 P.M.	20
23 „	12 „ 8 P.M.	20
30 „	19 „ 8 P.M.	20
6 February	26 „ morning.	19½
13 „	6 March, 11 P.M.	21
20 „	12 „ morning.	20
27 „	19 „ „	20
6 March	25 „ 8 P.M.	19
13 „	2 April, night.	20
20 „	10 „ 6 P.M.	21
27 „	16 „ 1 P.M.	20
3 April	24 „ morning.	20½
10 „	29 „ midnight.	19
17 „	6 May, morning.	18½
24 „	13 „ „	18½
1 May	20 „ 5 P.M.	19
8 „	27 „ morning.	18½
15 „	3 June, 5-30 P.M.	19

From this list it will be seen that out of 20 mails despatched, only two occupied the full contract time of 21 days, two occupied 20½ days, seven occupied 20 days, two occupied 19½ days, four occupied 19 days, and three occupied 18½ days ; and none of these passages were made during the prevalence of the S. W. monson. As it is in no way obligatory on the P. & O. Company to drive their steamers at a greater speed than the contract rates it may be assumed that, with the new and improved vessels recently and still being added to their fleet, the shorter passages were made at little, if any, extra expense to the Company. But the shorter passages are a clear indication to the public that the P. & O. Company are quite able to accelerate the speed of the mail steamers to a very considerable degree, and the Committee of this Chamber trusts that, in the interest of all India and the East, you will, in concert with H. M. Postmaster General, avail of the opportunity, which the Company's proposed earlier delivery of the mails affords, to effect a thorough revision of the Overland mail service.

Now the P. & O. Company have, it is understood, offered to the London Post Office to deliver the Bombay, Calcutta, and China mails 24 hours earlier, provided that permission is

given to them to forward the heavy portion of the mails through the Suez Canal, instead of as at present by the Egyptian Railway. This privilege, so much coveted by the Company, would doubtless be a very great advantage to them, for it would save them from the labour and expense of the transhipments of heavy cargoes at Alexandria and Suez. But as the delays in the transit of the mails through Egypt arising from the incapability of the authorities there to forward these cargoes in adequate time, would also be avoided, it is clear that, by granting to the Company the desired permission, an important gain in time would be obtained. So important an offer is doubtless receiving the careful consideration of H. M.'s Postmaster General, but the Committee of this Chamber respectfully submits that with the well-known capability of the P. & O. Company's improved vessels to run at much greater speed, on either side of the Isthmus of Suez, the proposal to deliver the mails 24 hours earlier than the contract time is utterly inadequate, and that, for the valuable concession to the Company to forward the heavy portion of the mails through the Canal, the public is entitled to a much greater acceleration of the mail service. By the present time-table, the time allowed between Bombay and Brindisi is 18 days and 5 hours, which is equivalent to 20 days and 19 hours between Bombay and London, and if the list above given of the arrivals of the outward mails at Bombay, since 1st January last, is referred to, it will be found that nine mails out of the twenty arrived within 24 hours of the contract time. The proposal, therefore, of the P. & O. Company would, if accepted, result in little or no real benefit to the public, for there is no guarantee that the mails would be delivered 24 hours earlier than the shorter passages; and it is undesirable that any new arrangements should be made having for their basis the present time-table, which, however well adapted to serve the convenience of the P. & O. Company, is simply a scandal to the age, when compared with the speed at which mails are carried by ocean steamers in other parts of the world. What the mercantile communities of India and the East want is that the mails between Bombay and Brindisi, and between Brindisi and London, should be accelerated to the utmost practicable limit, that the time occupied between Bombay and Brindisi should not exceed 15 days and 12 hours, or at the outside 16 days, and that the time occupied between Brindisi and

London should not exceed 48 hours, so that the mails should reach London from Bombay in 17½ to 18 days, including all stoppages.

It is of little importance to the public to show the details by which so important an acceleration can be accomplished, provided the great practical object is attained of a reduction of the passage to the time just mentioned. But I am directed to point out that, with every allowance for the difficulty of obtaining the same results in tropical as in temperate waters, the contract speed of 9½ knots per hour, on this side of the Isthmus of Suez, is unreasonably low, and should be raised to 10½ if not to 11 knots per hour, that the speed between Egypt and Brindisi should be increased to the same rate as the speed with which the Transatlantic mails are served, and that the maximum stoppage at Aden of 20 hours—the necessity for which, or even for half the time, is in ordinary circumstances altogether unknown, and certainly never availed of—should be at once struck out of the time-table, and a stoppage of six hours only allowed for coaling. Assuming, moreover, that the negotiations now pending between the London Post Office and the P. & O. Company will result in the acceleration now suggested, and that permission will be granted to the Company to forward the heavy mails through the Suez Canal, a further gain of 15 hours might be effected.

Recapitulating these alterations, the following results are obtained :—

Gain in time by increasing speed between Bombay and Suez, 2,972 miles, to 10½ knots	29	hours.
Gain in time by increasing speed between Alexandria and Brindisi, 850 miles, to 13 knots	12	,,
Gain in time by curtailing stoppage at Aden from 20 hours to 6 hours	14	,,
Gain in time in Egyptian transit	15	,,
Total gain in time ...	70	hours.

The Committee of this Chamber, in common with the whole community, have no doubt of the easy practicability of these important changes, and they believe that with proper arrangements with the P. & O. Company, that Company would be prepared to introduce them at once ; but they would respectfully urge upon H. M.'s Postmaster General that, in any negotiations which may ensue, endeavours should be made to obtain the full suggested acceleration.

Having now pointed out the various ways by which the

mail service between Bombay and Brindisi could be improved and accelerated, the Committee of this Chamber beg most earnestly to entreat you to urge, in the interest of India, China, Australia, and the other Settlements and Colonies in the East, upon H. M.'s Postmaster General, the necessity of moving the French and Italian Governments to place the Overland mail service between Brindisi and London on an improved footing. The distance from Brindisi to Calais is about 1,384 miles, which is accomplished generally by the mail trains in 57 hours, being at the rate of 24·28 miles per hour, including stoppages, and 5 hours more are occupied in going from Calais to London, in all, 62 hours from Brindisi to London. The organization, moreover, appears to be imperfect, for the mails have been delivered in London, on one occasion at least, in 53 hours after leaving Brindisi. The Committee would suggest that an internationl train should leave Brindisi as soon as possible after the arrival of the P. & O. Company's contract steamers with the mails at that port, that the train should run through express to Calais, where a steamer should be in readiness at once to cross the Channel, and another express train should be in readiness at Dover, so that the mails should be carried between Brindisi and London in 48 hours, including stoppages. The Committee have little doubt that a representation, by H. M.'s Postmaster General to the proper quarters, of the inadequacy of the present arrangements, and of the necessity of improving these to a degree more in accordance with the wants of the age, would be successful. The important saving of time which would thus be effected between Brindisi and London, combined with the suggested acceleration between Bombay and Brindisi, would reduce the time for the passage of mails, via Brindisi, between London and Bombay within 18 days, an improvement upon existing arrangements which would be received with satisfaction by all the communities of India and the East.

It only now remains for the Committee briefly to advert to the effect which the alteration in the day of the departure of the English mails from Bombay, during the fair weather, from Monday to Friday, and the acceleration of the mails to 18 days, would have upon the deliveries of Indian letters in London. The mails would be delivered in London on Tuesday afternoon, which would allow of a simultaneous delivery of Indian letters all over the United Kingdom on Wednes-

day morning, giving two clear days in the provinces and three clear days in London for replies by return mail. The Committee have no doubt that the London merchants themselves will at once admit that this is amply sufficient for all practical purposes, and that they will recognize the great value to all concerned in trade with India, China, and the East, of the changes now proposed.

The Committee of this Chamber desires to express the hope that every effort will be exerted by H. M.'s Postmaster General to accomplish the suggested acceleration of the mails. They are aware that the present time-table regulating their despatch is based upon a contract which has still some years to run; but the P. & O. Company, and the Continental Railway Companies will, they believe, willingly defer, on reasonable terms or concessions, to the just wishes and convenience of the public. The Committee respectfully submit that the acceleration of the mails is of far greater importance to the public interests than any such compensation, as has, the Committee understand, been asked from the P. & O. Company by H. M.'s Postmaster General.

Whilst on this subject, the Committee also takes the opportunity of pointing out that the Inland mail services of this country are capable of great improvement. The distance between Bombay and Calcutta by railway is 1,410 miles, which the mail trains travel over in 60 hours and 15 minutes, equivalent to a speed of 23·40 miles per hour, including stoppages. The distance between Madras and Bombay is 792 miles, which the mail trains accomplish in 40 hours and 15 minutes, being equivalent to an average speed of only 19·435 miles per hour, including stoppages. The Committee believe that in no civilized country, where no delays are caused by transhipments, or international difficulties have to be overcome, are mail trains driven at so low a rate of speed, whilst the construction of the lines in this country, and the railway plant, will bear favourable comparison with those of any other country. The railway contracts contain, it is understood, clauses by which the various companies are bound to carry the mails at such rates of speed as the Viceroy in Council shall direct. The Committee would respectfully point out that the public interests require that the speed of the mail trains throughout India—more particularly between the great cities of India—should be increas-

ed to at least thirty miles an hour, including stoppages. By this change, the mails would be carried between Calcutta and Bombay in 47 hours, effecting a saving in time of 13 hours and 15 minutes, and between Madras and Bombay in 26 hours and 24 minutes, effecting a saving in time of 14 hours and 21 minutes.

Commending these important questions to your early and favourable consideration,—I have the honour to be, sir, your most obedient servant,

J. GORDON, Secretary.
E. LORD, Chairman.

The following is the reply, which was received from Mr. Hogg, dated Calcutta, 30th June 1874 :—

Sir,—I have the honour to acknowledge the receipt of your letter, dated 9th June, suggesting (1) the retention during the fair season of Friday as the day for the departure of the Overland mail from Bombay; (2) an acceleration of the postal service between the United Kingdom and this country; and (3) an improvement in the speed at which the mail trains run in India.

2. The first and second suggestions are dependent one on the other. A copy of your letter, excluding the last paragraph, has been sent to the Secretary, General Post Office, London, for the consideration of Her Majesty's Postmaster General. Your third suggestion will be submitted for the orders of the Government of India.—I have, &c.,

E. R. DOUGLAS,
For Offg. Director General of the P. O. of India.

Bombay Chamber of Commerce, *7th July*, 1874.

To F. R. Hogg, Esq., Officiating Director General of the Post Office of India.

Sir,—I am directed by the Committee of this Chamber to

acknowledge the receipt of your letter of the 30th ultimo, and to express their regret that so much valuable time should have been allowed to elapse in your merely informing them that a copy of their letter of the 9th idem had been sent to the English Postal authorities, the date, also, on which it was forwarded not being mentioned.

On the same day on which your letter was received, the following telegram, dated London, 1st July, was published in the newspapers of this town, viz.:—"The Postmaster General has arranged with the Peninsular and Oriental Steam Navigation Company for a revision of the present mail contract." "The steamers carrying mails for Southampton will in future pass through the Suez Canal, and the mails, via Brindisi, are to be accelerated by 24 hours."

If this telegram is correct, the mercantile communities of India and the East will have good reason to complain of the so-called acceleration of 24 hours, which is even 16 hours less than the Company—according to the admission of their Chairman at the Meeting of the Shareholders held in London on the 4th, and reported in the *Times* of the 6th June—were prepared to give.—I have the honour, &c.,

J. GORDON, Secretary.

GENERAL DEPARTMENT.—No. 8481 OF 1874.

BOMBAY GENERAL POST OFFICE, 15*th July*, 1874.

From the POSTMASTER, Bombay, to J. GORDON, Esq., Secretary, Chamber of Commerce, Bombay.

SIR,—I beg to acknowledge the receipt of your letter of the 13th instant, and to inform you that the contract with the P. & O. Company for the conveyance of the Indian mails commenced on the 1st April 1869, and will expire on the 1st February 1880.—I have, &c.,

C. A. STEUART, Postmaster.

PROCEEDINGS OF THE PUBLIC MEETING OF THE INHABITANTS OF BOMBAY TO PROTEST AGAINST THE REVISED MAIL CONTRACT AND TO ADOPT A PETITION TO THE HOUSE OF COMMONS ON THE SUBJECT, &c.

On Wednesday afternoon an influential and numerously attended Meeting was held in the Town Hall, to adopt a petition protesting against the arrangement which the Home Government is said to have entered into with the P. & O. Company regarding the carriage of the mails between England and Bombay. Among those present we noticed—Hon. J. K. Bythell, Messrs. H. Maxwell, J. A. Forbes, E. Lord (Chairman of the Chamber of Commerce), R. B. Sedgwick, A. C. Oliphant, H. R. Cormack, G. S. Kittredge, W. M. Wood, M. Mull, W. Cooper, J. L. Kipling, W. A. Baker, J. M. Maclean, R. B. Baker, Dr. Knapp, Dr. Hunter, Messrs. P. Robertson, A. E. Sassoon, A. Latham, F. D. Parker, G. Geary, Andrew Hay, W. G. Gordon, Sir Jamsetjee Jejeebhoy, Messrs. Byramjee Jeejeebhoy, Vurjeevundas Madhowdas, Sorabjee Shapoorjee Bengallee, Muncherjee Nowrojee Banajee, Nanabhoy Byramjee Jeejeebhoy, Soonderdas Mooljee, &c.

Mr. George Taylor (Sheriff of Bombay) explained that the Meeting had been held in compliance with a numerously signed representation which had been made to him by the inhabitants of Bombay.

On the motion of Mr. Byramjee Jeejeebhoy, the Hon. Mr. J. K. Bythell took the chair.

The Chairman—Gentlemen,—I was absent from Bombay while the arrangements for holding this Meeting were in progress, and as I have only recently returned I am not prepared to make a long speech in order to support the objects for which we are met. The subject of the revised mail contract has been handled very forcibly by the Bombay Chamber of Commerce recently, and also, as you are aware, by the Indian Press; and it therefore appears to me that the Home Government, in arranging the modification of the contract with the P. & O. Company, which has been telegraphed to us by Reuter, have either been culpably negligent of their duty, or have deliberately disregarded the interests of India and all the other countries to which mails are carried by that Company. (Applause.) If they did not ascertain that the original contract was exceedingly lenient for the P. & O. Com-

pany, that, since the date it was entered into, the opening of the Suez Canal has lessened the work of all steamers, while the improvements in machinery have made the guaranteed speed absurdly low compared with the average speed made by the steamers in other great mail lines—and that, moreover, as a matter of fact, the P. & O. Co.'s steamers are capable of carrying the mails much quicker than they do,—then I say that the Home Government did not take sufficient pains to ascertain facts, and were guilty of negligence. On the other hand, if they did know these facts, then they must have coolly set aside the rights and claims of India and the other countries to which the P. & O. Company carry the mails. One cannot resist the temptation of remarking that the P. & O. Company seem to have very great influence with the Conservative Government, for it is a significant fact that the original contract was entered into with the P. & O. Company by a Conservative Government, and the modification of that contract (so favourable to the P. & O. Company) has been entered into by Mr. Disraeli's Government also. When I came to India, about ten years ago, I came via Marseilles. We first went to Malta to coal, which took us out of our course, and stayed there for eight hours. When we arrived at Alexandria it was dusk, and we had to wait till next morning, thus losing twelve hours. Then we went on to Cairo, where we were told that the steamer was not ready on the other side, and accordingly we had to spend a day and a half there. We then proceeded very leisurely down the Red Sea. When we got into the track of the monsoon we went tolerably quickly. In spite of all the delays I have mentioned the mails were carried from London to Bombay in 20½ days. Gentlemen who have been in Bombay eight or ten years will easily remember that the mails were often carried from England to India in 20 and 20½ days. Now, having regard to that fact, it is certainly most discreditable, after the opening of the Mont Cenis Tunnel, and the change of route via Brindisi, that the P. & O. Company are still to be allowed 20½ days to carry the mails; and it is still more discreditable that when H. M.'s Government had very lately an opportunity of asking for more favourable terms in exchange for the concession of being allowed to run steamers through the Suez Canal, that opportunity was allowed to pass away. The discussions which have recently taken place show that what the P. & O. Company have agreed to is really no concession at all. (Loud

applause.) I will now call upon Mr. Maclean to move the first resolution.

Mr. J. M. Maclean—Mr. Chairman and Gentlemen,—The resolution which has been entrusted to me, and which I have now the honour to purpose, is as follows:—

> That this Meeting of the inhabitants of Bombay, having learnt that the revised postal contract with the P. & O. Company provides for the reduction of only 24 hours in the time now allowed for the voyage from Brindisi to Bombay, protest against this reduction as wholly inadequate to the requirements of the mail service, and the capabilities of modern mail steamers.

I am not sure that I shall carry the sympathies of this Meeting with me if I say I believe we have not met here to-day principally for the purpose of protesting against the way in which the P. & O. Company carry the mails. For I think we can fairly say that that Company conduct the service with remarkable regularity, with a freedom from loss of life and property which is almost unexampled in the history of mail-carrying companies, and at a rate of speed which is on the average very much above the rate provided for by the terms of their contract with the British Government. I think, therefore, that within the limits of their contract the P. & O. Company do their work very well on the whole, and that the community of India has very little reason to find fault with them, although at the same time it may have a very serious grievance against the Government which has made the mistake of concluding a singularly easy contract with them. Again, I should not, for my own part, be willing to join in the outcry which is sometimes raised against entrusting the carriage of the mails to any single company—and thus creating a monopoly, as it is called. The circumstances of India and the countries of the West are very different. In the carriage of the American mails it has been found possible to throw open the contract for conveying letters and papers between America and England. But I have no doubt you are all aware that this has only been found possible because the number of first-class steamers running between Liverpool and the principal towns of the United States has immensely increased of late years, so that through the very profitable

passenger traffic which has been created Government has found it easy to send letters and papers by many of those steamers. That state of matters is natural enough where you have at one end of the journey an active commercial people like the English and at the other a rising energetic race which increases at the rate of very nearly a million a year, every one of the million being eager to travel everywhere throughout the world. (Laughter.) But the conditions of the problem are very different when you come to the regular journey between England and India. True, you have the same energetic and busy community of England at one end, but on this side you have a community which is very different. I observed the other day some statistics which showed that leaving out of consideration European troops, who have their own ships, there are not probably more than 70,000 or 80,000 Europeans in India, and it is from that class that the travellers between this country and England are chiefly drawn, for the natives of India who cross the seas may be counted by hundreds, I had almost said by tens. When you consider that this community can increase but at a slow rate, and it is unlikely there will be any marked increase in the travelling public for a number of years, I think it becomes evident that you cannot expect the same development of the system of passenger traffic which you find in America and England. As a matter of fact you have not the same class of steamers frequenting the ports of Bombay or Calcutta as travel between America and England, and I believe it is the case that there are hardly any steamers which run to Bombay that have maintained the rate of speed which is ordinarily made by the P. & O. Company's steamers. This being the state of affairs, in order to induce any contractors to carry the mails it is really necessary to give a subsidy, and that subsidy must create that which we find called a monopoly. It may be asked, after what I have said, what then have we to complain of? Gentlemen, our complaint is that in granting this subsidy, which it is right enough to give, we do not get our money's worth for our money. (Applause.) This resolution lays it down that the present service is not conducted at a rate of speed equal to what modern mail steamers can accomplish. I think it is only necessary to look at what the P. & O. Company themselves have been doing lately to see that the rate of speed prescribed by the contract is utterly inadequate. The

Secretary of the Chamber of Commerce, in his letter which was published the other day, gave a list compiled from the beginning of the year down to about the beginning of April, of the time taken by various mail steamers in making the journey between Brindisi and Bombay. I have looked into the time taken by the mail since April, and I find that from the beginning of that month down to the mail that came in this morning, that is for a period of very nearly three months, each mail has been conveyed between London and Bombay in a less space of time than 19 days, and several of the mails have actually been delivered on the eighteenth day. This shortness of time is not due to the fact of this being the monsoon season. Most of these steamers have taken twelve days to do the distance between Suez and Bombay, and none of them has taken less than from 6½ to 7 days to make the voyage across from Aden to this city. Now, these are the ordinary rates of speed allowed all the year through, and therefore we may see there would be no difficulty in the P. & O. Company bringing the mails from Suez regularly in 12 days. Even that represents a very much lower rate of speed than the ordinary rate at which the mail steamers carrying letters across the Atlantic perform their duty. The voyage from Bombay to Suez is very nearly the same length as that from Queenstown to New York, and considering that the Atlantic mail steamers run the distance in 9 or 10 days I think it will be generally admitted that 12 days is ample time for any mail steamer to take on the voyage between Suez and Bombay. (Hear, hear.) I believe that the late Government, in conducting its negotiations with the P. & O. Company for a revision of their contract, was anxious to make a considerable reduction in the subsidy, as a concession to the public in return for granting permission to the Company to send their vessels through the Canal. It seems to be quite clear that such a concession might fairly have been looked for. There have been some family quarrels among the shareholders of the P. & O. Company lately, and one might think that the Company had been nearly beggared by the hard terms imposed upon them by Government; but as a matter of fact every one knows that the Company, since they obtained their new contract, have reconstructed their entire fleet and at the same time have paid very satisfactory dividends all these six years past, with, I believe, but one exception. If that is the case, I do not think the Company

can complain that the contract has pressed unduly hard upon them. (Hear, hear.) When they went to the Government, and asked to be allowed to take their steamers through the Suez Canal in order to avoid calling in and breaking bulk at Alexandria, it was only fair for Government to say, "You must allow us something in return, especially as the improvements recently effected in marine engines have really reduced the charge for coal consumed during the voyage by, at a moderate estimate, one-third." The Company refused to give up anything to the late Government, but it seems that the present Government have given way entirely to the Company and allowed the contract to be altered without exacting any adequate concession in return. This Meeting may, on behalf of the community of India, protest fairly against the conclusion of such a contract. There is no wish on the part of that community to reduce the amount of the subsidy granted to the P. & O. Company, it would far rather that the concession should take the form of a reduction of the time employed in carrying the mails. The Company have offered a reduction of 24 hours, but it has been clearly shown that that is no reduction at all, as at present they very often carry the mails on much more favourable terms. Well, gentlemen, I think these facts show tolerably clearly that the Home Government has not taken our intrests into sufficient consideration in making this revised contract. I daresay it will be said at home by advocates of the contract as at present revised, that the people who are met here to-day represent but a small portion of the community, and have only selfish aims to carry out, but it is, I believe, a great mistake to suppose that quickness of communication is only of value to mercantile men. Doubtless it facilitates trade, but, on the other hand, it has a most important connection with the well-being of the whole country. Nothing tends so much to quicken and invigorate the national life of a people as rapidity of communication with other countries. Some philosophers have, I know, drawn pictures of a perfect community, representing it as shut up within itself, governing within itself, apart from the outer world; but my own belief is that no community can ever take a high rank among the nations unless it is ready to make itself aquainted with what is going on in other countries—to know what the wisest men of all countries have said and thought, what the most flourish-

ing and famous nations are doing, and to apply the familiar knowledge thus acquired for the material and social improvement of its own people. (Applause.) India has already remained too long shrouded in her isolation behind barriers of prejudice which keep her from communicating freely with the rest of the world, and, I believe that the more you open up the way to the West the better by far will it be for the people of India. (Applause.) I say, therefore, that it is not merely for the benefit of the trade of English merchants that we wish quicker communication to be opened up with England. As a matter of fact, no doubt, Bombay has a greater interest in quick communication by the present route from Brindisi than any other part of India. We all know what schemes have been proposed for overland railways from Europe across Syria and Mesopotamia, through Turkey and Persia, and through Russia and the provinces of Turkistan, as has been proposed by M. de Lesseps. These schemes have been called dreams, but within a few years any of them may be realised, and then nobody will say Bombay is not threatened with the loss of her commercial supremacy in the East. It is only by developing to the utmost the capabilities of the Suez Canal on the route between India and England that this city will continue to be prosperous or that we can expect trade and the fertilizing stream of tourist traffic to continue to pass this way. There is only one other point which I would like to bring to your notice. The Government of England seem to have approved of the revised contract without submitting it in any way to the Government or the people of India. I am quite sure that that is a practice which it is impossible can be continued, and I hail with some delight this Meeting to-day, because I look upon it as a sign that the public opinion of this country is ready to assert itself in favour of having projects which vitally affect the interests of this country submitted to the Government and people of India before being carried out by an autocratic Ministry at home. (Loud applause.) I feel, therefore, looking at the character of this Meeting, that whatever may be the immediate fate of our petition and resolutions their ultimate effect cannot but be of signal service to the best interests of India. (Applause.)

Dr. Blaney—Mr. Chairman and Gentlemen,—After the very able manner in which Mr. Maclean has put the case

before you, and the eloquent remarks which fell from the Chairman in opening the proceedings, I might be satisfied with formally seconding this resolution. If, however, I take the liberty of saying a few words before I sit down, my apology must be that I was in the mail service before the P. & O. Company came into existence. (Laughter.) I have run with their steamers side by side for several years. I remember their first three purchases—the Bentinck, the Hindostan, and Precursor. I have tried to get extracts from the log of one of these vessels for your information to-day, but, I am sorry to say, have failed. They commenced running between Calcutta and Suez in 1840, and I have a recollection that many of their passages were not made at a less speed that many of the voyages which are now made by the P. & O. Company's steamers. Yet I am speaking of 34 years ago! I myself once belonged to a steam-frigate, the Akbar, and I know that that ship performed the distance between Bombay and Aden in 6½ days; and in the South-west monsoon we took a southern route, in order to give us plenty of sea room, and yet we did the journey in 10½ days. We know that extensive improvements have been made lately in steam machinery; and we must not suppose that what has been going on all over the world has not been taking place in the P. & O. Co.'s fleet. Yet, although in their more recently acquired vessels they have got every modern appliance to secure efficiency and economy, the rate of speed at which the Company make their steamers travel is very little better than what it used to be in 1840. Any company carrying H. M.'s mails might be supposed to run faster ships than any other company, yet looking at the way in which ordinary steamers have been increasing their speed, while the P. & O. Company have been almost standing still, I think there is every prospect of the cotton boat saying to the mail boat, "Get out of the way." Indeed, we have recently seen the farce enacted of a cotton boat challenging a P. & O. Company's mail steamer which beat the cotton boat only after using its utmost power. In another five years I believe there will be cargo vessels upon the water which will regularly beat H. M.'s mail boats. It really is a great grievance that the P. & O. Co.'s fleet should possess such abundance of power without using it. This may not, as Mr. Maclean has said, be the fault of the P. & O. Company, but at all events it

is the fault of Her Majesty's Government. Any contract entered into for twelve years, for a fixed rate of speed, could only have been detrimental to the best interests of those countries to which the P. & O. Company carry the mails. That allusion by Mr. Maclean to the secrecy with which this revision of the contract has been carried out is most disheartening to the people of this country; and I regret that the power of appealing in such cases should ever have been taken away from us. Gentlemen, I think the request of our petition very modest. Comparing the rate of speed maintained by the mail services attached to other civilised Governments with the rate maintained by the P. & O. Co., I think we might well agree that the P. & O. Company would suffer no hardship even if they were asked to deliver the English mails in Bombay in twelve days from Brindisi. I would like to distinguish between our complaint and the P. & O. Company's employés. I have had considerable acquaintance with the men who have manned the P. & O. Company's steamers, and found them excellent both as sailors and officers, and every credit is due to them for the way in which they have performed their duty. (Applause.) But that is quite a different matter from our complaint, which is against the present Government for granting such easy contracts to the Company. It is astonishing that for thirty-four years the conditions should always have been in favour of the P. & O. Company and against the public of India. The brightest gleam of sunshine that comes to us from home comes through our letters and our papers, and that is why we are all interested in the improvement of the mail service. It seems that the art of conducting a mail service properly has yet to be learned by Her Majesty's Postmaster General. Now that this Meeting has come forward to protest against the revised contract, I trust that the day is not far distant when there will be a considerable improvement in the rate of speed at which our communications are carried between India and England. By one of the Calcutta papers received to-day, I see that the public of Calcutta are willing to strengthen the hands of the Bombay public in this matter of our appeal. (Applause.) I have little doubt that a similar unanimity will be apparent in Madras, and, indeed, all over India and China. I will conclude by expressing the hope that, when the Memorial from India is presented to the House of Com-

mons, the members will see how cruelly the interests of this country have been dealt with by the Ministers who are responsible for the contract under which the mails are now carried. I beg to second the resolution.

The first resolution was carried unanimously.

Mr. Hamilton Maxwell (Nicol & Co.) moved the following resolution :—

That the following petition of the inhabitants of Bombay be adopted by this Meeting, and that the same be presented to the House of Commons, humbly requesting the House to refuse its sanction to any revision of the contract which does not stipulate for the regular conveyance of the Indian Mails, between Brindisi and Bombay, in 16 days, and to direct that the terms of the contract should be fixed, or revised from time to time as occasion may arise, by a formal convention between the Imperial Government and the Government of India. And that the petition be entrusted to the care of Mr. Henry Fawcett, the distinguished Member for Hackney.

To the HONOURABLE the COMMONS of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The Humble Petition of the undersigned Inhabitants of the City and Presidency of Bombay

SHEWETH,—That by virtue of the contract for the conveyance of the Indian Mails made in the year 1868* by Her Majesty's Government with the Peninsular and Oriental Steam Navigation Company, the mail contract steamers run between Bombay and Brindisi—a distance of 3,797 miles—in 18 days and 5 hours, which includes the maximum stoppage of 20 hours for coaling, &c., at Aden, and 30 hours for transit in Egypt, from steamer to steamer, and is equivalent to an average speed of $8\frac{7}{10}$ knots per hour.

* N.B.—The contract commenced on the 1st April 1869, and will expire on the 1st February 1880.

That the contract was concluded before the opening of the Suez Canal, when the success of that project was still regarded in many quarters as doubtful; and this consideration may unhappily have influenced the then advisers of Her Majesty, when disposing of the contract, to dispense

with the usual precautions and safeguards of open competition and publicity. But the terms of the contract have been most prejudicial to the numerous interests in India, China, Japan, and the Settlements and Colonies in the East, who have any connection or association with the United Kingdom, for not only is the Company subsidized in the large annual payment of £450,000 for carrying the mails, but what is of far graver moment, whilst improvements are being constantly effected in the construction of vessels, by which greater speed is attained without additional expense, the contract exacted from the Company, for a period of 11 years, no greater speed between Bombay and Brindisi than $8\frac{7}{10}$ knots per hour, including stoppages, a rate of speed which even in 1868 was considered to be unreasonably low.

That the Suez Canal having proved to be a complete success, the number of steamers passing through it, from Europe to India and the East, and returning, is large and annually increasing, so that the steamer traffic via the Canal now absorbs the bulk of the trade which used to be conveyed from one Continent to the other by sailing vessels round the Cape; and vessels of the largest size, such as H. M.'s troop-ships and the like, always avail of the Canal, finding that they can do so without risk or difficulty. And as this constantly increasing steamer traffic—plied at a rate of speed in some cases equal to that of the P. & O. Company's steamers—is chiefly the property of private owners, it is reasonable to suppose that the traffic is profitable without a subsidy.

That by the above-mentioned contract the P. & O. Company were bound to forward the heavy portion of the mails through Egypt, from Alexandria to Suez, and from Suez to Alexandria, by the railway, which imposed upon them the labour and expense of the transhipment of heavy cargoes at both of these ports, subjecting the mails and passengers at the same time to considerable delay; and that in order to save themselves from this labour and expense, the Company have, for some time, been in treaty with H. M.'s Postmaster General for permission to forward the heavy portion of the mails through the Suez Canal, instead of, as at present, by the Egyptian Railway, offering, in return for this valuable concession, to deliver the Bombay, Calcutta, and China mails 24 hours earlier than the time specified in the contract,

a proposal which, as your Petitioners will show presently, will be attended with no benefit whatever to the public.

That whilst the permission to the Company to forward the heavy portion of the mails through the Canal is, in the saving of the labour and expense already mentioned, equivalent to a remission to them of a large amount of money, the diversion of the heavy portion of the mails into the Canal route will of itself result in a gain of fully 15 hours in the transit through Egypt, by railway, of the light portion of the mails, viz., those via Brindisi; so that out of the acceleration of 24 hours proposed by the Company, as an adequate return for so valuable a concession, 15 hours accrue from the mere fact of the change of route, without the Company being burdened with any additional expense.

That the Bombay Chamber of Commerce have in their Secretary's letter, dated 9th June 1874, addressed to the Director General of the Post Offices in India, and a copy of which has been forwarded by him to H. M.'s Postmaster General, fully and accurately expounded the views of the inhabitants of this City and Presidency on the illusory nature of the P. & O. Company's proposal, and set forth what India has a right to expect from any Company entrusted with the contract for the conveyance of the Indian Mails, and your Petitioners, adopting that letter, respectfully crave the attention of your Honourable House to the following extract therefrom :—

"The subjoined list shows the dates of departure of mails from Bombay since 1st January last, the dates of arrival in London, and the time occupied :—

"Date of departure from Bombay.	Date of arrival in London.	Time occupied. Days.
5 January	26 January.	21
12 „	2 February	21
19 „	9 „	21
26 „	16 „	21
2 February	24 „	22
9 „	2 March	21
16 „	9 „	21
23 „	16 „	21
2 March	23 „	21
9 „	30 „	21
16 „	6 April	21
23 „	13 „	21
30 „	18 „	19
6 April	27 „	21
13 „	1 May	18

" Date of departure from Bombay.	Date of arrival in London.	Time occupied. Days.
20 April	11 May	21
27 „	16 „	19
4 May	25 „	21
11 „	1 June	21

" From this list it will be seen that, notwithstanding the care with which the mail service is worked so as to arrive in London on Sunday afternoon, and so afford the advantage of a simultaneous delivery of Indian letters all over the United Kingdom on Monday morning, the mails of the 13th April arrived in 18 days, and those of 30th March and 27th April in 19 days, respectively.

" But on this side, where there is no special convenience to serve by the mails arriving on any particular day, the arrival of the outward mails, within the contract time, is more remarkable, as the subjoined list will show :—

" Date of departure from London.	Date of arrival at Bombay.	Time occupied. Days.
2 January	23 January, day break.	20½
9 „	29 „ „	19½
16 „	5 February, 4 P.M.	20
23 „	12 „ 8 P.M.	20
30 „	19 „ 8 P.M.	20
6 February	26 „ morning.	19½
13 „	6 March, 11 P.M.	21
20 „	12 „ morning.	20
27 „	19 „ „	20
6 March	25 „ 8 P.M.	19
13 „	2 April, night.	20
20 „	10 „ 6 P.M.	21
27 „	16 „ 1 P.M.	20
3 April	24 „ morning.	20½
10 „	29 „ midnight.	19
17 „	6 May, morning.	18½
24 „	13 „ „	18½
1 May,	20 „ 5 P.M.	19
8 „	27 „ morning.	18½
15 „	3 June, 5-30 P.M.	19

" From this list it will be seen that out of 20 mails despatched, only two occupied the full contract time of 21 days, two occupied 20½ days, seven occupied 20 days, two occupied 19½ days, four occupied 19 days, and three occupied 18½ days ; and none of these passages were made during the prevalence of the S. W. monsoon. As it is in no way obligatory on the P. & O. Company to drive their steamers at a

greater speed than the contract rates it may be assumed that, with the new and improved vessels recently and still being added to their fleet, the shorter passages were made at little, if any, extra expense to the Company. But the shorter passages are a clear indication to the public that the P. & O. Company are quite able to accelerate the speed of the mail steamers to a very considerable degree, and the Committee of this Chamber trusts that, in the interest of all India and the East, you will, in concert with H. M. Postmaster General, avail of the opportunity, which the Company's proposed earlier delivery of the mails affords, to effect a thorough revision of the Overland mail service.

"Now the P. & O. Company have, it is understood, offered to the London Post Office to deliver the Bombay, Calcutta, and China mails 24 hours earlier, provided that permission is given to them to forward the heavy portion of the mails through the Suez Canal, instead of as at present by the Egyptian Railway. This privilege, so much coveted by the Company, would doubtless be a very great advantage to them, for it would save them from the labour and expense of the transhipments of heavy cargoes at Alexandria and Suez. But as the delays in the transit of the mails through Egypt arising from the incapability of the authorities there to forward these cargoes in adequate time, would also be avoided, it is clear that, by granting to the Company the desired permission, an important gain in time would be obtained. So important an offer is doubtless receiving the careful consideration of H. M.'s Postmaster General, but the Committee of this Chamber respectfully submits that with the well-known capability of the P. & O. Company's improved vessels to run at much greater speed, on either side of the Isthmus of Suez, the proposal to deliver the mails 24 hours earlier than the contract time is utterly inadequate, and that, for the valuable concession to the Company to forward the heavy portion of the mails through the Canal, the public is entitled to a much greater acceleration of the mail service. By the present time-table, the time allowed between Bombay and Brindisi is 18 days and 5. hours, which is equivalent to 20 days and 19 hours between Bombay and London, and if the list above given of the arrivals of the outward mails at Bombay, since 1st January last, is referred to, it will be found that nine mails out of the twenty arrived within 24

hours of the contract time. The proposal, therefore, of the P. & O. Company would, if accepted, result in little or no real benefit to the public, for there is no guarantee that the mails would be delivered 24 hours earlier than the shorter passages; and it is undesirable that any new arrangements should be made having for their basis the present time-table, which, however well adapted to serve the convenience of the P. & O. Company, is simply a scandal to the age, when compared with the speed at which mails are carried by ocean steamers in other parts of the world. What the mercantile communities of India and the East want is that the mails between Bombay and Brindisi, and between Brindisi and London, should be accelerated to the utmost practicable limit, that the time occupied between Bombay and Brindisi should not exceed 15 days and 12 hours, or at the outside 16 days, and that the time occupied between Brindisi and London should not exceed 48 hours, so that the mails should reach London from Bombay in 17½ to 18 days, including all stoppages.

"It is of little importance to the public to show the details by which so important an acceleration can be accomplished, provided the great practical object is attained of a reduction of the passage to the time just mentioned. But I am directed to point out that, with every allowance for the difficulty of obtaining the same results in tropical as in temperate waters, the contract speed of 9½ knots per hour, on this side of the Isthmus of Suez, is unreasonably low, and should be raised to 10½ if not to 11 knots per hour, that the speed between Egypt and Brindisi should be increased to the same rate as the speed with which the Transatlantic mails are served, and that the maximum stoppage at Aden of 20 hours—the necessity for which, or even for half the time, is in ordinary circumstances altogether unknown, and certainly never availed of—should be at once struck out of the time-table, and a stoppage of six hours only allowed for coaling. Assuming, moreover, that the negotiations now pending between the London Post Office and the P. & O. Company will result in the acceleration now suggested, and that permission will be granted to the Company to forward the heavy mails through the Suez Canal, a further gain of 15 hours might be effected.

"Recapitulating these alterations, the following results are obtained:—

"Gain in time by increasing speed between Bombay and Suez, 2,972 miles, to 10½ knots	29	hours.
"Gain in time by increasing speed between Alexandria and Brindisi, 850 miles, to 13 knots	12	"
"Gain in time by curtailing stoppage at Aden from 20 hours to 6 hours	14	"
"Gain in time in Egyptian transit	15	"
Total gain in time ...	70	hours.

"The Committee of this Chamber, in common with the whole community, have no doubt of the easy practicability of these important changes, and they believe that with proper arrangements with the P. & O. Company, that Company would be prepared to introduce them at once; but they would respectfully urge upon H. M.'s Postmaster General that, in any negotiations which may ensue, endeavours should be made to obtain the full suggested acceleration.

"It only now remains for the Committee briefly to advert to the effect which the alteration in the day of the departure of the English mails from Bombay, during the fair weather, from Monday to Friday, and the acceleration of the mails to 18 days, would have upon the deliveries of Indian letters in London. The mails would be delivered in London on Tuesday afternoon, which would allow of a simultaneous delivery of Indian letters all over the United Kingdom on Wednesday morning, giving two clear days in the provinces and three clear days in London for replies by return mail. The Committee have no doubt that the London merchants themselves will at once admit that this is amply sufficient for all practical purposes, and that they will recognize the great value to all concerned in trade with India, China, and the East, of the changes now proposed.

"The Committee of this Chamber desire to express the hope that every effort will be exerted by H. M.'s Postmaster General to accomplish the suggested acceleration of the mails. They are aware that the present time-table regulating their despatch is based upon a contract which has still some years to run; but the P. & O. Company, and the Continental Railway Companies will, they believe, willingly defer, on reasonable terms or concessions, to the just wishes and convenience of the public. The Committee respectfully submit that the acceleration of the mails is of far greater importance to the public interests than any such compensation, as has, the

Committee understand, been asked from the P. & O. Company by H. M.'s Postmaster General."

That in addition to the circumstances above narrated, your Petitioners would humbly request the attention of your Honourable House to the high rates of speed at which the American mail steamers are run, the rates averaging in most cases not less than 13 knots per hour.

Wherefore your Petitioners most humbly pray that your Honourable House will be pleased to refuse its sanction to the revised contract reported to have been made by H. M.'s Postmaster General with the P. & O. Company, on any other basis than an undertaking on their part to carry the mails between Brindisi and Bombay, and Bombay and Brindisi, in periods not exceeding 15 days and 12 hours, or at the outside 16 days, an arrangement, not only easily practicable, but one to which for the valuable concession to the Company to forward the heavy portion of the mails through the Suez Canal, this country is entitled; and that in order to remove the feeling of discontent now prevalent as to the unsatisfactory manner in which the mail service is performed—particularly that portion of it between Bombay and Brindisi—your Honourable House will be pleased to direct that the terms of the contract should be fixed, or revised from time to time as occasion may arise, by a formal convention between the Imperial Government and the Government of India, after a full consideration of all the interests involved.

And your Petitioners, as in duty bound, will ever pray.

He was very glad to notice that Mr. Maclean and Dr. Blaney had spoken so favourably of the P. & O. Company. He had been quite prepared to say a word in their favour, for he considered it to be the duty of the directors of the P. & O. Company to use every reasonable fair means to obtain the best terms they could for themselves. He agreed that it should not be the Company that should be blamed,

but rather the manner in which Her Majesty's Postmaster General had treated the Indian public. The only course open to the public was to lay their grievances before the House of Commons, and they could not do better than entrust the matter to Mr. Fawcett, who, as a member of the Indian Finance Committee and of the House of Commons, had shown great knowledge of and interest in Indian affairs. (Applause.) He personally was quite satisfied that the best man in the House of Commons for the business in hand was Mr. Fawcett.

Mr. A. C. Oliphant (Ewart, Latham, & Co.) seconded the resolution. The facts and figures in the petition and the remarks which had been made by previous speakers made it necessary for him to say very little in support of Mr. Maxwell's motion. He mentioned that a day or two ago he asked a gentleman whether he was coming to this Meeting. He said he was not and inquired what benefit any enhanced speed of the mail steamers would bring to his business? Mr. Oliphant thought that gentleman looked at the matter from an entirely wrong point of view. Individually the enhanced speed might not bring grist to the mill, but there was a collective or public good for which all ought to strive, and it was for this reason that he rejoiced to see the present Meeting standing up, as it were, on behalf of all India. Referring to the subsidy, he thought the experience of the past and present would bear him out in stating that England and India—for the two countries never could be separated—had never got their money's worth from the P. & O. Company. As to the last revision of contract which had been made, he confessed that the duty of making so important an arrangement seemed to have been entrusted to the care of some young gentleman, well-intentioned but not well-qualified perhaps. Perhaps it was the very same young gentleman who was in charge of the Stamp Department, who recently sent out to India a quantity of postage-stamps valued at many thousand pounds, marked "stationery," and which were recovered from the wreck of the Dhoolia in the Red Sea and hawked over the country by enterprising people who had found out what the "stationery" was worth and bought it for a trifle. (Laughter.) Mr. Oliphant compared the connection of the P. & O. Company with the public to a book, and went over the various chapters of it: one of which was devoted to the making of the original contract; another to the obtaining of the important

concession of being allowed to proceed direct through the Suez Canal in exchange for a concession of speed which was no concession at all; another to the quiet way in which the revised contract had been carried out after the Conservative Government came into power; and concluded by saying that the name of the volume ought to be "Job." (Laughter.) He ventured to predict that the expression of the views of the Meeting before the House of Commons by Mr. Fawcett would be successful.

Mr. Rutnagur, of the Elphinstone College, expressed his pleasure that the Bombay Chamber of Commerce had taken the lead in agitating this important matter. He complained of Mr. Hogg the Postmaster General of India's dilatoriness in merely acknowledging receipt of the Chamber of Commerce's first communication with reference to the acceleration of the mails.

The resolution was then carried unanimously.

Mr. Lord (Chairman of the Chamber of Commerce) moved the next resolution as follows:—

> That a copy of the Petition to the House of Commons, and of the proceedings of this Meeting, be forwarded through the local Government to the Government of India, with the respectful request of the inhabitants of Bombay that the Right Honourable the Viceroy in Council will be pleased to communicate the purport of the same by telegraph to the Secretary of State for India in Council, desiring him, at the same time, in the interests of India, to urge Her Majesty's Government to grant the prayer of the Petition. . . .

He had no doubt that the people of India, and also those of China and Japan, had every reason for being indignant at the leisurely way in which the mail service between Europe and the East was conducted by the P. & O. Company. Looking at the speed which mail steamers run in other parts of the world, he could only designate the P. & O. Company's steamers' progress as "crawling," and he dared say many an Irish north country collier would go as quickly as the speed which was laid down in the contract with the P. & O. Company. He related his experience four years ago in the Norton, which did 9 knots an hour easily, and in

another steamer which took him to China at the rate of 11 knots an hour. He could remember when the contract with the P. & O. Company was published in 1868, the rate of speed (9½ knots an hour) stipulated for caused much amusement in England, that speed being three or four knots an hour less than the speed at which the American mails were regularly carried. He quite agreed with previous speakers that the P. & O. Company conducted their business with great regularity, and he had always been very well pleased with the officers and the service generally. But his complaint was against a contract which permitted the mails to be carried at such a slow rate of speed. He looked upon the concession which the P. & O. Company had offered in exchange for being allowed to carry all the mails through the Suez Canal as simply humbugging the public, because, as had been already shown, it was no concession at all. Judging from the ability with which Lord Northbrook had ruled India, he had no doubt the Viceroy would at once recognise the great importance to India of the Memorial, and would lose no time in complying with the request of the Memorialists to telegraph to the Home Government the results arrived at by the present Meeting.

Mr. R. B. Sedgwick seconded the resolution, which was carried unanimously.

Mr. Grattan Geary (of the *Times of India*) then proposed the fourth resolution,—

> That a copy of the Petition to the House of Commons, and of the proceedings of this Meeting, be forwarded to the Right Honourable Robert Lowe, the Member for the University of London; to Sir James Elphinstone, Baronet, the Member for Portsmouth; to Sir Seymour Fitzgerald, K.C.S.I., the Member for Horsham; to Dr. Lyon Playfair, the Member for the University of Edinburgh; to Sir Thomas Bazley, Baronet, and Mr. Hugh Birley, the Members for Manchester; to Mr. John Dunbar, the Member for New Ross; to Mr. J. Farley Leith, the Member for Aberdeen; and to Mr. George Sclater-Booth, the Member for North Hants; with the request of this Meeting that they will, in the interests of this country, support the Petition to

the House of Commons, which has been entrusted to Mr. Fawcett, and whatever action he may deem necessary to take to secure the prayer of the Petition being granted.

He apprehended the Meeting would have no difficulty in concluding to adopt that resolution. There being no direct means of representing the feelings of the Meeting to the House of Commons, the best thing to do obviously was to gain the assistance of those members who had been associated with India or were well disposed towards it. In asking the gentleman named in the resolution to forward the objects of the Meeting, he might take the liberty of assuring them that all sections of society in India who take an interest in having the quickest possible means of communication with the centres of civilization were at one in desiring that the present contract with the P. & O. Co. should be revised effectually if it were to be revised at all. It was clear to him from what had been said that India in the matter of mail service was being badly served through a badly made contract, while at the same time an annual sum, which he would not say was exorbitant, yet it was a very large one, was being paid for the carrying out of the contract. He thought the public had a right to expect something better for their money than they got, and concluded by trusting that the representations in the Memorial would place India where she ought to be in this matter.

Sir Jamsetjee Jejeebhoy, Bart., seconded the motion, which was carried unanimously.

Mr. J. A. Forbes (Forbes & Co.) proposed the following resolution :—

That a copy of the Petition to the House of Commons, and of the proceedings of this Meeting, be forwarded to the Chairman, and to each of the Members of the Indian Finance Commission, with the respectful request of this Meeting, that as discontent is everywhere prevalent throughout this country, among the numerous classes who have any connections or associations, mercantile, social, or otherwise, with England, as to the unsatisfactory manner in which the Indian mail service is performed, more particulary that portion of it between Brindisi and Bombay, and that as this

discontent arises from the unreasonably low rates of speed at which the P. & O. Company's steamers are run, and from authorized stoppages of great length, which are quite unnecessary, they will be pleased to cause a special investigation to be made into the reasons which induced H. M.'s Postmaster General to consent to the terms of a contract so favourable to the P. & O. Company, and so prejudicial to the interests of this country, notwithstanding that the enormous subsidy of £450,000 is annually paid to the Company.

He said—Mr. Chairman and Gentlemen,—After the able speeches which have been delivered I think there is very little fresh matter to touch upon, but I may take occasion to point out that when we say we have a serious grievance which has given rise to great and universal discontent we are not going beyond the limits of fair criticism. We have heard repeatedly during this debate, and seen it repeatedly stated in the newspapers, that all the principal mail services run their steamers at a far greater rate of speed than the P. & O. Company's steamers do with the Anglo-Indian mails. The average speed on the Atlantic lines appears to be 13½ knots an hour, while that maintained by the P. & O. Company is only about two-thirds of that speed. Then we must not forget that (notwithstanding the improvements in machinery which we know to have taken place) we have been assured to-day that the P. & O. Company have made no increase in their rate of speed for the last thirty years. Why should this be? The postage we pay on our letters is quite as great as the postage to other Colonies equally far distant from England. The postage to Vancouver's Island, crossing the Atlantic and the American Continent, is less than postage from India to England. To Australia the postage is also less; but I am aware that the Australian contract is of a different nature. But not only is our postage great, but we find there is a very fine sum of £450,000 a year paid to the P. & O. Company. Looking at the matter merely from the passenger point of view the importance to the whole community of India of increasing the speed of the mail steamers must be self-evident. Here we find one person going home on short sick leave, here another going home on urgent business, delayed a day in Aden and another in Egypt apparently without any reason, or just because the steamer

is moving according to agreement with the Postal authorities. Again, if a steamer happens to have made a fine passage we find the engines actually slowed down and the steamer deliberately kept back lest she should come in before her contract time. (Hear, hear.) It is surely desirable that such a state of matter should be put an end to. I am quite certain that the discontent raised in the minds of travellers by the P. & O. Company would long ago have caused a strong outburst of indignation had it not been that they were restrained by consideration of the comfort which they had enjoyed through the exertions of the extremely popular officers in the service. While I quite agree with what has been said about the indebtedness of the public to the P & O Company, still we are not here to argue against that Company except inasmuch as they are partners in a contract which is very unsatisfactory to the public. The public must look to their own rights. They have a representative in the Post Office—and a highly paid gentleman he is,—and we find that he has lost an opportunity which may not occur again for six years of revising a contract which is well-known to rest upon an utterly false and unfair basis. I think public opinion is strong enough even in India to prevent any department from interfering with our just demands, and I only hope that the result of this Meeting will not be simply to call attention to the gross neglect of the Postal authorities. I hope every one here will not be satisfied simply with holding up his hand in favour of the various resolutions, but that he will use all the influence he has to keep this agitation alive until we get what we want. The Chamber of Commerce has very modestly asked for an 18 days' delivery, but I think we might go further, and I certainly hope the matter will not be allowed to drop until we can get our English letters in 16 days. (Applause.)

Mr. Charles Douglas (Ritchie, Steuart & Co.) seconded the motion, which was carried unanimously.

The Chairman—Mr. Forbes has referred to the question of postage, which reminds me that none of the speakers to-day have alluded to the fact that when this new contract was arranged the rate of postage was increased 25 per cent. just as if we were getting some great boon from the P. & O. Company, whereas the fact is that the speed of the mails has

not been inceased at all, except in the alteration of the old route to the new one via Brindisi.

Mr. Cormack (Sir Charles Forbes & Co.) moved,—

That a copy of the Petition to the House of Commons, and of the proceedings of this Meeting, be forwarded through the Bombay Chamber of Commerce to the Manchester, Liverpool, Glasgow, and Dundee Chambers of Commerce, and to the Bengal, Madras, Hongkong, Shanghai, and Yokohama Chambers, with a request that they will each lend their valuable aid in the effort to secure the Indian mail services being placed on an improved and proper footing,—also that Mr. John Gordon be appointed Honorary Secretary to give effect to the Resolutions passed at this Meeting.

With regard to Mr. John Gordon's appointment as Honorary Secretary, he felt it was unnecessary to say that that gentleman had taken a most important part in promoting the present movement, and therefore was the man best suited for the situation. (Applause.)

Mr. J. Y. Lang (Stearns, Hobart, & Co.) seconded the resolution, which was carried unanimously.

Mr. Nanabhoy Byramjee proposed a vote of thanks to the Sheriff and the Chairman, which was seconded by Mr. Bhugwandas Purshotumdas and warmly accorded.

The Memorial was then handed round for signature, after which the proceedings terminated.

BOMBAY, 18*th July*, 1874.

To F. S. CHAPMAN, Esq., Chief Secretary to Government, Bombay.

SIR,—I have the honour to bring to the notice of H. E. the Governor in Council that, on Wednesday the 15th instant, a public Meeting of the inhabitants of Bombay, convened by the Sheriff of Bombay, upon a requisition signed by many locally well-known names, was held in the Town Hall to protest against the revised Indian Mail Contract reported to have been recently made by H. M's. Postmaster General with the Peninsular and Oriental Steam Navigation

Company, and to adopt a petition to the House of Commons, praying the House to refuse its sanction to any revision of the contract which does not stipulate for the regular conveyance of the Indian mails between Brindisi and Bombay in 16 days, and to direct that the terms of the contract should be fixed or revised, from time to time, as occasion may arise, by a formal convention between the Imperial Government and the Government of India. The Meeting was numerously and influentially attended by all classes of the community, European and Native; and the Resolutions were passed with unanimity.

I have also the honour to enclose a copy of the third resolution passed at the Meeting, and to send herewith six copies of the Petition to the House of Commons, and of the Proceedings of the Meeting, and beg most humbly to ask that H. E. in Council will be so good as to forward copies to the Government of India with the respectful request of the inhabitants of this town that the Right Honourable the Viceroy in Council will be pleased to communicate the purport of the same by telegraph to the Secretary of State for India in Council desiring him, in the interests of India to urge Her Majesty's Government to grant the prayer of the Petition.

The Petition, signed by upwards of 700 persons, was sent to Mr. Fawcett, M. P. by yesterday's mail.—I have, &c.,

J. GORDON,

Honorary Secretary appointed by the 6th Resolution passed at the Public Meeting held in the Town Hall, on 15th July 1874, to give effect to the resolutions passed thereat.

FINANCIAL DEPARTMENT.—No. 2302 OF 1874.

BOMBAY CASTLE, *25th July*, 1874.

To the HONORARY SECRETARY, CHAMBER OF COMMERCE, Bombay.

SIR,—I have received and placed before His Excellency the Governor in Council your letter, dated the 18th instant, together with its accompanying proceedings of the public

Meeting of the inhabitants of Bombay and the Memorial to the House of Commons on the subject of the revised Indian Mail Contract with the P. &. O. Steam Navigation Company.

2. In reply, I am desired to state that His Excellency the Governor in Council has had much satisfaction in submitting the Memorial to the Government of India with a strong expression of acquiescence in the requests contained in it, and with a request that the substance of it may be communicated by wire to the Secretary of State for India.—I have, &c.,

J. MONTEATH,
For Chief Secretary to Government.

FINANCIAL DEPARTMENT.—No. 2559 OF 1874.

BOMBAY CASTLE, 20*th August*, 1874.

To J. GORDON, Esq., Honorary Secretary.

SIR,—With reference to my letter No. 2302, dated the 25th ultimo, I am directed to inform you that the Government of India have intimated that the substance of the Memorial therein referred to regarding the Mail Contract with the P. & O. Steam Navigation Company was communicated by them to the Secretary of State for India, by telegram, on the 3rd instant, and that the Memorial itself followed by the next day's mail—I have, &c.,

E. JAMES,
For Chief Secretary to Government.

To the CHAIRMAN of the INDIAN FINANCE COMMISSION, House of Commons, London.

SIR,—I have the honour to enclose a copy of the 5th Resolution passed at a Public Meeting of the inhabitants of Bombay, held on the 15th instant, at which a protest against the revised Indian Mail Contract reported to have been recently made by H. M.'s Postmaster General with the Peninsular and Oriental Company was adopted, also a Petition to the House of Commons praying the House to refuse its sanction to any revision of the contract which does not

stipulate for the regular conveyance of the Indian mails between Brindisi and Bombay in 16 days, and to direct that the terms of the contract should be fixed or revised from time to time, as occasion may arise, by a formal convention between the Imperial Government and the Government of India.

I have also the honour to send separately to your address a printed copy of the Petition to the House of Commons, and of the proceedings of the Meeting, which fully set forth the special grievance requiring immediate redress, and, with great deference, to beg that you will be pleased, in accordance with the unanimous request of the Meeting (which was numerously and influentially attended by all classes of the community, European and Native), and in the interests of India, to cause an investigation to be made into the reasons which induced H. M.'s Postmaster General to consent to the terms of a contract so favourable to the P. & O. Company, and so prejudicial to the interests of this country, notwithstanding that the large subsidy of £450,000 is annually paid to the Company.—I have, &c.,

J. GORDON,

Honorary Secretary, appointed under the 6th Resolution passed at the Public Meeting.

Bombay, 24th July, 1874.

JUDGE ADVOCATE GENERAL'S OFFICE, 13*th Feb.*, 1875.

To J. GORDON, Esq.

SIR,—I have the honour to acknowledge your communication of the 24th July 1874, together with a copy of a resolution passed in Bombay on the 15th of the same month, and a copy of a Petition to the House of Commons, which from some unexplained cause have reached me only to-day.

The Committee of which I was Chairman reported last year, and has not yet been re-appointed.

I do not think that the subject of the Mail Contracts comes within the order of reference to that Committee. And you will readily understand that it would be impossible for me as a member of the Government to cause an investigation to be made into the policy of the Postmaster General.—I have, &c.,

STEPHEN CAVE.

BOMBAY, 17*th July*, 1874.

To HENRY FAWCETT, Esq., M.P, House of Commons, London.

SIR,—On Wednesday the 15th instant, a Public Meeting of the inhabitants of this Town and Presidency, convened by the Sheriff of Bombay, upon a requisition signed by locally well-known names, was held in the Town Hall to protest against the revised Indian Mail Contract, reported to have been recently made by H. M.'s Postmaster General with the Peninsular and Oriental Steam Navigation Company, and to adopt a Petition to the House of Commons praying the House to refuse its sanction to any revision of the contract which does not stipulate for the regular conveyance of the Indian mails between Brindisi and Bombay in 16 days, and to direct that the terms of the contract should be fixed or revised from time to time, as occasion may arise, by a formal convention between the Imperial Government and the Government of India. The Meeting was numerously and influentially attended by all classes of the community, European and Native; and the Resolutions were passed with unanimity.

I have the honour to annex a copy of the second resolution, which states that the Petition should be entrusted to your care, and to forward the Petition to you, with an expression of the hope of the Petitioners that you will be pleased to take charge of the Petition and present it.

The movement originated with the Bombay Chamber of Commerce, who, on learning that the P. & O. Company were in treaty with H. M.'s Postmaster General for permission to forward the heavy portion of the mails through the Canal, addressed, on the 9th June last, to the Director General of the Post Offices in India, a letter, of which an extract is embodied in the Petition, setting forth what India had a right to expect from any Company entrusted with the contract for the conveyance of the Indian mails, and that for the valuable concession applied for by the Company, the proposed acceleration of 24 hours was wholly inadequate. To that letter, no acknowledgment was sent until the 30th June, nor received till 3rd July, and then only to say that a copy of the letter had been sent to the Secretary, General Post Office, London, for the consideration of H. M.'s Post-

master General. In the meantime the following telegram, dated London 1st July, was published, in the newspapers of this town, on the morning of the 3rd July :—

> "The Postmaster General has arranged with the "Peninsular and Oriental Steam Navigation Company "for a revison of the present Mail Contract. The steam-"ers carrying mails for Southampton will in future "pass through the Suez Canal, and the mails via "Brindisi are to be accelerated by 24 hours."

On this announcement, there was a general feeling of indignation : it was undertsood that the contract, which had been so precipitately and secretly arranged by the London Post Office, required the sanction of the House of Commons, and steps were immediately taken to call the Public Meeting, and adopt the Petition, in the hope that it might possibly reach you before the sanction of the House was asked, and before Parliament was prorogued. The inhabitants of this Town, and I may add, of all India, who have any connections or associations with the United Kingdom, will be very grateful to you for any endeavours which you may exert on their behalf not only to put an end to the revised contract, but to establish the principle that in a matter of such extreme importance to numerous interests in India, which contributes largely to the subsidy, the terms of the contract should be fixed with the concurrence and approval of the Government of India.

For the reasons above given, it was felt to be necessary to forward the Petition to you by this day's mail, and it has just been pointed out that the first sentence of para. 2 of the Petition is not quite literally accurate, but the error does not seem to be so serious as to require alteration. It is stated in the Petition that the advisers of Her Majesty in 1868, "dispensed with the usual precautions and safeguards of open competition and publicity." Tenders, I am informed, were invited ; but the statement in the Petition is substantially true, for Her Majesty's Government of 1868 practically prohibited competition by refusing to receive separate tenders for the various Eastern lines, and insisting that whoever sent in a tender should be prepared to carry the mails for China and Australia, as well as for India,—being the concession to one Company of a monopoly of all the

Eastern postal services, which was quite unnecessary, and especially disadvantageous to the interests of Bombay.

It only now remains for me to send to you a few printed copies of the proceedings of the Public Meeting, and to mention that copies have also been forwarded to the gentlemen named in the fourth resolution, which was proposed by Mr. Geary, and seconded by Sir Jamsetjee Jejeebhoy, Bart., with an expression of the request of the Meeting that they will support the petition and whatever action you may deem necessary to take.—I have, &c.,

J. GORDON, Honorary Secretary.

ALDEBURGH, SUFFOLK, ENGLAND, *8th August*, 1874.

To J. GORDON, Esq.

MY DEAR SIR,—I did not receive your letter and the Petition in reference to the Postal Contract with the P. & O. Company not only until after Parliament had been prorogued, but until after the contract had been sanctioned by the House of Commons. The time, therefore, has gone by to do anything in the matter. The question, I presume, must stand over until a new contract has to be arranged, which I understand will not be till 1880.—Believe me, yours very truly.

HENRY FAWCETT.

BENGAL CHAMBER OF COMMERCE,
CALCUTTA, *27th July*, 1874.

To the SECRETARY of the BOMBAY CHAMBER of COMMERCE, Bombay.

SIR,—Your letters of 29th ultimo and 18th instant, as well as your telegram of the 17th, have been received in due course, and I am desired to communicate the result of the action taken by the Committee of this Chamber in the matter brought under their notice.

On a full consideration of the circumstances which prompted the active measures adopted on your side, the Committee were of opinion that any aid they could give to the movement initiated by your Chamber, and supported by the community of Bombay, would be better rendered by an appeal direct to Her Majesty's Postmaster General than

by addressing the Director General of the Post Offices in India in the first instance, as it would not be difficult to anticipate the reply which that officer would give in the matter of accelerating a service, the contract affecting which was in the hands of higher authority, and that course would have involved greater delay.

The Committee have therefore placed themselves in communication with Her Majesty's Postmaster General, and in terms which they hope will be regarded by your Chamber as a sufficient protest against the reported arrangement with the Peninsular and Oriental Steam Navigation Company.

They greatly fear, however, that the negotiations between Her Majesty's Government and the Company have been conducted so much in advance of any opportunity for remonstrances from India reaching London in time as to preclude the protest recorded against the revised contract from serving their purpose.

Their letter goes forward nevertheless, and the Committee hope it will be presented by a deputation of Calcutta merchants in London, who will be invited to wait on Lord Manners.—I have, &c.,

H. W. I. WOOD Secretary.

BENGAL CHAMBER OF COMMERCE,

CALCUTTA, *21st July*, 1874.

To the SECRETARY to the Right Hon'ble Lord JOHN MANNERS, Her Majesty's Postmaster General, General Post Office, London.

SIR,—The Committee of the Bengal Chamber of Commerce desire me to request you will oblige them by taking the earliest opportunity to submit this representation for the consideration of the Right Hon'ble Her Majesty's Post Master General.

On the 19th November 1867 a contract was entered into by Her Majesty's Government with the Peninsular and Oriental Steam Navigation Company for a mail service between England and the East Indies, China, and Japan: the contract to commence on the 1st February of the following year, and to continue in force for 12 years thereafter.

As a subsidy for the performance by the Company of the

services thereby contracted, Her Majesty's Government agreed to pay the sum of £400,000 per annum.

Under the contract one of the services was to convey the public mails from Marseilles to Alexandria, via Messina, and back from Alexandria to Marseilles; the distance computed at 1,410 miles, and the service to be performed once each way in every week in 141 hours, or at an average rate of 10 miles per hour: and another was to convey the mails from Suez to Bombay, and from Bombay to Suez, calling, on both voyages, at Aden; the distance computed at 2,972 miles, and the service to be performed once each way in every week in 313 hours, exclusive of stoppage at Aden: or at an average rate of 9½ miles per hour.

This contract remained in force until the 1st April 1869, having been superseded (as on that date) by another agreement dated 6th August 1870, the currency of which was to determine not later than on the date assigned to the annulled contract; and the subsidy payable thereunder to the Company, in consideration of other additional service, was increased to the sum of £450,000 per annum.

By the 12th article of the new contract it was provided—in anticipation of the completion of the Mount Cenis Tunnel and of the railway through it—that, on due notice, the service between Marseilles and Alexandria and *vice versa* should cease, and in lieu thereof the mails should be conveyed from Brindisi to Alexandria, and *vice versa*: computed distance 825 miles, and the service to be performed once each way in every week in 75 hours, or at an average rate of 11 miles per hour.

The substituted service commenced sometime in December 1870, and has continued to the present time.

The said contract also provided for a weekly service from Southampton to Alexandria, calling at Gibraltar and Malta; and by that route the heavy portions of the mails for the East Indies, China, and Japan, are forwarded; from Alexandria to Suez they are carried by the Egyptian Railway, and thence by steam packets to respective ports of destination.

Latterly, however, the attention of the Company has been given to the advantages offered by the Suez Canal in transporting the heavy mails by that channel to the Red Sea, and they have submitted to Her Majesty's Government a proposal

to release them from the contract obligation and to permit them to carry the mails to Suez by way of the Canal: and in return for that deviation from the contract they have offered to accelerate by 24 hours the delivery of the lighter portion of the public mail via Brindisi.

The Company's proposal having had the consideration of Her Majesty's Postmaster General, a recent telegraphic communication announces its acceptance, and a revision of the contract in accordance therewith.

The reported decision in this important matter has occasioned the gravest disappointment among the community of British India, and the Committee of this Chamber respectfully record their opinion that the extreme leniency which has been exhibited towards the Company amply justifies the strong objections pronounced against the insufficient return which has been accepted as an equivalent for the concession granted.

The Company's proposal to accelerate the mail service via Brindisi by 24 hours is a plausible one, but an attentive examination disposes of its conditions as fallacious and valueless:—1st, because the arrival of the mails from India 24 hours earlier than usual would involve their receipt in London on Saturday night instead of Sunday night, the delivery on Monday remaining unaltered, and practically no advantage derived; and 2nd, because as the Company's mail packets reach Bombay, as a rule, several hours before contract time—ranging during the past 12 months as high as 73, and averaging nearly 39 hours—an arrival earlier by 24 hours than contract time would be obviously no improvement of the mail service, which is actually already performed in less time than Her Majesty's Postmaster General has accepted as a compensating concession for the privilege bestowed on the Company.

The Company's steamers have, on frequent occasions and under no exceptional circumstances, landed the mails at Bombay in considerably less than contract time, and it is therefore no unreasonable inference that a higher rate of speed can be maintained throughout so as to admit of a material reduction of the time now occupied in performing the service in its entirety. If the distance between Brindisi and Alexandria can be run in 75 hours or at an average rate

of 11 miles the hour, according to contract, no sufficient reason appears why the same rate should not be continued between Suez and Bombay, and why a uniform average of 11 miles per hour should not be the rate to which the Company should be bound from terminus to terminus.

The capability of the company to achieve such an accelerated service can scarcely be questioned, for their own performances afford sufficient evidence of their ability to accomplish it.

The Company possess a fleet of almost unsurpassed excellence in all respects, navigated by officers of high professional proficiency with remarkable punctuality and immunity from casualties; and the service, generally, is conducted with an efficiency which entitles the Company to a cordial recognition of their endeavours to maintain the position which their enterprise has gradually acquired.

But while the Company's merits are thus frankly acknowledged, it is contended that the public have an undeniable claim to all the advantages which result from modern marine improvements in the working power of machinery, the economy of fuel, and other means applicable to obtaining a rate of speed far higher than that attainable under circumstances which probably justified the low rates contracted for a few years ago: and it is a source of deep regret to the Indian community who are so largely concerned in the rapid conveyance of the mails between this country and England that the opportunity presented by the Company's recent proposal has not been availed of to a fuller extent than that which has been announced.

The magnitude of the interests—social, political, and commercial—which connect Great Britain with British India demands a system of intercommunication of the most complete efficiency, but that condition can hardly be held as realised if it fails in the material element of utmost rapidity in performing the postal service between the two countries. The subsidy granted to the Peninsular and Oriental Company is a heavy charge on the public revenue, and it is not unreasonable to require from them in return every provision which can tend to render their service as perfect as the resources of the Company can make it.

In the judgment of this Chamber the reported concession

to the Company has not been accompanied by any compensating advantage to the mail service. The inadequacy of the condition to expedite the delivery of the mails 24 hours earlier than contract time has already been exposed: and it is respectfully submitted that any amendment of the Company's contract involving the transmission of mails between Brindisi and Bombay, and *vice versâ*, in a longer period than 16 days would be regarded as tantamount to a failure to obtain a full measure of reciprocal obligation, and as a surrender of a valuable privilege to the Peninsular and Oriental Company uninfluenced by that degree of protection to the interests of the public which may be justly claimed at the hands of Her Majesty's Government.

The Bombay Chamber of Commerce—with whom the discussion of the question under review originated—have addressed the Director General of the Post Office in India in a communication which sets forth, in considerable detail, the various points bearing on the paramount necessity of effecting a thorough revision of the mail service: and I am desired to express the concurrence of this Chamber in all that has been advanced in that representation, and their hope that Her Majesty's Postmaster General will be pleased to take into his earnest consideration the circumstances which have prompted this appeal to His Lordship.—I have, &c.,

H. W. I. WOOD, Secretary.

MANCHESTER CHAMBER OF COMMERCE, 17*th July*, 1874.

To the SECRETARY of the CHAMBER of COMMERCE, Bombay.

SIR,—The Chamber received on the 7th inst., telegram, "Reuter's Lothbury London," as follows:—"Stop if possible "revision of Indian Mail Contract, till this Chamber's "Memorial urging greater acceleration reaches you. Me- "morial lately despatched Chamber Commerce Bombay "seventh afternoon."

It is assumed this telegram was despatched under the authority of your Chamber, and inquiries were at once instituted on this side to ascertain particulars relating to the contract under negotiation.

The information we have received is to the effect that Government has determined to renew the Indian Mail

Contract, and that the increased despatch desired by the Bombay Chamber will be duly provided for.

The rules of Parliament applying to contracts require that they should be placed on the table of the House, that their provisions may be known to members, and the confirmation of the contract may be withheld through intervention within a month.

The subject will be laid before the Board of this Chamber, at a Meeting to be held on the 29th instant, before which date your Memorial will probably be received here.—I am, &c.,

THOS. BROWNING, Secretary.

MANCHESTER CHAMBER OF COMMERCE, *5th August*, 1874.

To J. GORDON, Esq., Secretary, Bombay Chamber of Commerce, Bombay.

SIR,—I beg to acknowledge receipt of your letter of the 3rd ultimo, with its enclosure of copy letter to the Director General of the Post Offices of India, relating to the conveyance of the India Mails. On the 17th ultimo, I despatched a letter to your Chamber which would convey such information, as could be obtained at the time, relative to the terms of the new contract—viz., that "the increased despatch "desired by the Bombay Chamber would be duly provided "for." It is now ascertained that the acceleration of the mails will fall short of what has been demanded by your Chamber, and I am to express regret on behalf of this Chamber that the remonstrances, which were made, failed in impressing the Government with the necessity for a more substantial improvement in the speed which should have been enforced.

Since my last letter, further modifications of the contract have been introduced; the Peninsular and Oriental Steam Company being bound to convey the mails to Bombay, Calcutta, Shanghai, and Yokohama in 24 hours less time than heretofore. It is also provided that the subsidy shall be reduced to the extent of nearly £24,000, the larger proportion of which, viz. £20,000, being on account of the concession of being allowed to use the Suez Canal.

By this post I have forwarded a copy of to-day's *Times*, containing the statement made by the Secretary of the Treasury to the House of Commons, and the debate which followed, in which it will be seen that, notwithstanding the

strong remonstrances which were made, the Government firmly resisted further delay, and that on a division the contract was finally confirmed.—I have, &c.,

THOS. BROWNING, Secretary.

HOUSE OF COMMONS.—4TH AUGUST, 1874.

DEBATE ON THE EAST INDIA, CHINA, AND JAPAN MAIL CONTRACT.

Mr. W. H. Smith, Secretary of the Treasury, then rose to move that the contract entered into between the Postmaster General and the Peninsular and Oriental Steam Navigation Company, for the conveyance of the East India, China, and Japan mails, be approved. He was sorry to be opposed by an hon. gentleman of considerable standing (Mr. Rathbone), but he hoped to persuade the House that the proposals were just, fair, and reasonable, to the public advantage. He would remind the House that this was not a new contract, in the true sense of the term. It was a proposal to modify an existing contract with a Company which had conveyed the mails between England and the East during the last six or seven years, and which had still the right to claim the conveyance of the mails for a subsidy of £450,000 a year, until the 1st of February 1880. This contract was entered into in 1867, modified in 1870, at the instance of the noble lord the member for North-east Lancashire, who was then Postmaster General. The Government was under an obligation to pay £400,000 annually, but if the Peninsular and Oriental Company did not make up a dividend of 6 per cent., the Government were liable to pay up £500,000 in order to get that dividend. It was felt by the Government of the day that that was a species of partnership which should not be confirmed, and the contract was altered to £450,000 per annum for the conveyance of the mails to the East. At that time the Suez Canal was scarcely opened, ships had passed through, but it was not thought that it would be of such enormous advantage to the shipping interests of the world as it had subsequently proved to be. No power was taken by the Peninsular and Oriental Company to pass through the Canal. They had to land the mails at Alexandria, transport them by rail to Aden, and re-tranship them to the East, and *vice versâ* on the homeward voyage. It was felt that this was a great loss to the Peninsular and Oriental

Company, who were placed at a great disadvantage with other steamship owners, whose steamers could bring the mails and passengers through the Canal without the inconvenience of changing the mails. In 1874 they represented to the Government of the day the great inconvenience they were put to by the stringent provisions of their contract. Certain proposals were made to the Government to take the mails through the Suez Canal, and the Company asked that twenty-four hours more should be allowed for the service from Bombay to Southampton, and *vice versâ*. The Postmaster General required £30,000 as an abatement, but this the Peninsular and Oriental Company declined, pointing out the inconvenience of the proposal; but the Company offered that they would convey the mails from England to the eastern ports of Bombay, Calcutta, Shanghai, and Yokohama in 24 hours less time than they were bound to do under the then existing contract. That, also, was declined by the Government of the day. He confessed that when he took office he held the same view as the late Government, but on reconsideration that the late Government had over-estimated the advantage to the Peninsular and Oriental Company of the removal of the restriction to go through the Canal. It appeared to the Government that it was an unnecessary restriction to compel the Company to land the mails at Suez and pack them again at Alexandria by the very same steamer. It appeared to the Government that the proposal of their predecessors to accept £30,000 for an improved service was a fair offer and advantageous to the country, and on that account it was that he now submitted the proposal to the House of Commons. This was not a proposal which he should have made had the hands of the Government been perfectly clear, and had they been at liberty to make new arrangements for the conveyance of the mails between England and the East. But they were not in a position to make a new contract. There was a subsisting contract with the Company, which entitled them to make proposals, and, if they were refused, the Company could tell the Government that they would continue to carry out their contract up to the end of the period that remained. He was of opinion that it would not be to the public advantage that they should put the Company in that position. (Hear, hear.) He was perfectly prepared to admit that the representations of gentlemen interested in shipping, and who had spoken

against this proposal, were deserving of consideration ; but on the whole he was convinced there would be an absolute saving of time by the proposed route. He calculated that there would be a saving of twenty-four hours in the passage outwards to India and China, and about forty hours in the passage to Australia, which latter, however, was not an English contract. If the House refused to sanction the proposal, then the country would lose the proposed acceleration of the mails, and they would lose the small sum which the Company undertook to surrender from their subsidy of £450,000. He thought the Government had made a fair bargain. The landing of passengers, mails, and cargoes at one port, transmission by rail, and re-embarkation were quite unnecessary, and had been attended with loss to the public service. Under all the circumstances of the case, he did not hesitate to recommend the acceptance of the contract by the House, as it was one fully justified by the circumstances of the case, and one which would tend largely to the advantage of the mercantile marine. (Hear, hear.)

Mr. Rathbone, in moving that this contract be not confirmed this session, said—I wish to state most distinctly that it is from no want of confidence in the earnest desire of the Treasury, as represented by the hon. member for Westminster, in this matter to do the best for the public and what is right to the shipping trade of this country, for we have found him most ready to give full consideration to the representations made to him, and the amended contract shows not only that he has done so, but that these representations were well founded. But what we contend is that in a matter so complicated, and so difficult, and involving matters most seriously affecting the shipping interest of the country, ample time should be given carefully to weigh the effects of the provisions of the contract, and to see that both the rights of the British taxpayer and of the shipping trade of the country are duly protected. First, let me explain to the House the position of this contract. The original contract is dated the 19th day of November 1867, and was confirmed with most undue haste, before the members who understood the matter had time to impress upon the House the improvidence of making a contract for such a length of time when such constant improvements were being made in steam navigation. The contract was, in fact,

made with a company it supposed to be a cargo carrying company, but one which relied on passengers and mails. The opening of the Suez Canal changed all this, and, as the House is aware, a very large portion of the merchandise to and from India passes through the Suez Canal, and can be competed for with private lines by the Peninsular and Oriental Company. If, therefore, the contract had to be made over again, it could be done at an enormously reduced rate. The sum paid would have paid the whole cost of a well managed undertaking, independent of passengers and cargoes. In fact, the sum paid for the mails would have paid for the whole service. Well, that being notoriously the case, the Company came asking to be relieved from stipulations under which they were working in order to enable them to compete with the private trade for the carriage of merchandise, and to say that under these circumstances the Government was bound to stipulate for a reduction of the amount of the subsidy proportionate to the advantages given to the Company by such a concession, the Company being, as I must repeat, already overpaid for the work they were doing. Now just let me point out to the House the consequences of their not doing this. In the first place the taxpayer pays more than he ought to pay for the service; in the second, the Company are provided with increased power for crushing the competition of the private steam trade companies, and it should be remembered that the means for thus ruining the private trade are actually taken from the taxes to which they, the injured parties, are large contributors. In the third place, by thus enabling the Peninsular and Oriental Company to drive their competitors out of the trade, you are destroying the power of competition, on which you must rely when the present contract comes to an end to reduce its burdensomeness on the public, and let me tell the House that the Company have already shown their determination to use this power without scruple. I am assured by men in the trade that they have put on steamers against them which could not have been put on for any purpose of profit, for they were going to a certain and foreseen loss, the object being what is vulgarly called "to nurse" the steamers of private owners, and, by inflicting heavy losses upon them, to drive them from the trade. Now, sir, I contend that the Government has no right to be a party to such a proceeding,

and we do urge that a contract ought not to be hurried through the House, and tied round the neck of the country and its commerce for five-and-a-half years which, we assert, has that effect. I do think that a petition such as I presented to-day from the representatives of the commerce of the largest seaport in this country ought to have some weight with the Government, and I wish to point out that it will not do to rely on the judgment of the Post-office in this matter. Of course, when a new Postmaster General comes into office, who, as we are all aware, is very often not selected for any peculiar acquaintance or care for trade or commerce, he seems to be dependent on the representations of the permanent officials, and therefore we have a right to take the whole course of the conduct of the Peninsular and Oriental in these contracts into consideration, as judging how far they are to be relied upon. I have already pointed out the great imprudence of the original contract. I will just mention the case of the Brazil contract (the last but one). The manager of a competing line—a well-established line to the Brazils—told me when the Peninsular and Oriental had contracted to pay £32,000 for the service, that he would have given the Royal Mail Company, with pleasure, £20,000 a year, and have performed the service for the remaining £12,000. Well, then, we have recently the Zanzibar contract, which the House no doubt remembers; and now we have this contract, which is the most astute document on the side of the Company that I have ever seen. It professes to be merely a contract to allow the Company to do what they said they could do without it—run their vessels through the Suez Canal; and it professes to give the country £19,000 a year and a certain shortening of time for doing it, but when we came to look into the contract we found that, curious enough, with regard to all those trades in which it would be an advantage to the Company to be able to "nurse," as I have described, the private trade and drive it away, neither stipulations nor penalties were inserted into the contract; but while we were told that there was a time-table which fixed the dates omitted, in the first place that time-table does not give as short a time as the Post-office could have insisted on under the old contract, and which ought to have been insisted upon if they had done their duty to the public. What was the meaning of the Company drawing the provisions of the contract, for they have evidently been drawn practically

by the Company and not by the Government? The meaning was this, that the matter was taken from under the control of Parliament, and of the Treasury. The Postmaster General could alter it at any time. The Company know very well that they must, to compete with the new style of ships, expedite their speed. They can go to a Postmaster General now in office, represent to him that they would give him a shorter time, and obtain from him, without adequate pecuniary concession to the public, relaxations from those stipulations which impede their action—stipulations inserted expressly, and in consideration of which the high subsidy was given, and which ought therefore, I repeat, to be proportionably reduced now. In the alterations they have made the Government have admitted that this contract was not sufficiently guarded in the interests of the public. We assert distinctly that it is still not so; that the concessions are illusory; and that the amount paid is ridiculously out of proportion to the advantages which this contract will give the Company in their competition with private steamers. I will only mention one of their advantages. As mail steamers they will take precedence of all private steamers through the Suez Canal. This, I am informed, will entail a heavy loss upon the owners of steamers over which they take precedence. In fact, in one of the most important trades in which they compete with the private owners, one of the latter told me that in the case of a ship bringing the new season teas home from China such a preference might be well worth £1,200 to an owner. Now, sir, in conclusion, let me just say this. The men most acquainted with the trade say that, after having devoted their attention to it for some days, they have not been able to feel satisfied that they have hit all the blots in this important contract; and we do ask the Government, therefore, to give time before, as I have said, they tie round the necks of the public and of the trade of this country a contract which may inflict serious wrongs on both. I do not think that when a contract which may inflict serious wrongs on both—I do not think that when a contract is made for a certain period, most disadvantageous to the country and oppressive to private trade, and interests have grown up on the faith of the maintenance of that contract, the Government, owing a debt to the public and to the trade, as well as to the Company with which they are dealing, have any right to make alterations in that contract in

the interests of the Company, and very much against the interests of the trade, unless they can clearly show that they have gained for the public so large a concession as to warrant the injury they are inflicting upon the trade. Sir, the contention of those interested in the Indian trade and of the private steamship-owners is that, if the Government yield this contract, they will not be exacting the short time that they could exact under a contract which remunerates extravagantly what was intended to be the very best conceivable service of mails, and the evils arising from this course are (1) to the general public who do not get the full benefit in the quick deliveries of the mails to which they are entitled in consideration of the high subsidies given (2) to the consumers of Eastern productions and the whole British community resident in India, because if the services for which the remuneration is given be not exacted, the subsidies become merely the means by the aid of which a large company can crush all smaller competitors, monopolise the trade, put up rates of freight, passage-money, and, as I have said, make impossible that competition on which the Government must rely to make future contracts advantageously. There can be no doubt that this is the object of the Peninsular and Oriental Company. In a report by one of their own managers, dated 21st November 1870, it is said—"I feel confident if we had large steamers and made considerable reductions in our rates that would be a formidable check to this—a competing—line, and would probably stop the formation of other contemplated companies, which might ultimately interfere with our mail subsidy from the Colonies." I have shown that this contract was most astutely drawn to accomplish this aim, and if they succeed in inducing the Government to pass this contract it will greatly aid them in accomplishing this—that is to say, money will be taken out of the taxpayers' pockets to establish a great monopoly opposed to all their interests.

Mr. Anderson entirely agreed with the hon. member, that they ought not hurriedly to go into the new contract, especially at the end of the session when the country had not had time to consider it. It was true that if they did not go into it they fell back upon the old one, and the Peninsular and Oriental Company had a right to a subsidy of £450,000 a year till February 1880; but still the Government had not gone to the Peninsular and

Oriental Company for any change; it was they who had come to the Government. Was it at all likely that they would come to propose a sacrifice of £20,000 a year of their subsidy unless they were to receive in return some very large advantage for themselves? He thought the advantage the country was to get by the change was very insignificant, and that the Government, if they consented to the change in the contract, had a right to ask for very much larger concessions from the Peninsular and Oriental Company. When the late Government had the same thing under consideration, £70,000 was named as the reduction, but he should not care so much about the exact amount as about the concession in the matter of time. The Government ought to have insisted upon their carrying the mails from London to Bombay in much less time than they did. The time they took was altogether unnecessary. A week or two ago he laid before the Post-office proposals from another Company to take the mails without any subsidy at all, at the mere postage rates, from London to Bombay in 18 days, whereas the Peninsular and Oriental Company were allowed 18 days only to Brindisi. That would be a clear saving, therefore, of two and a half days on every voyage; and, knowing this, the Government ought to have insisted upon the Company reducing the time as well as the amount of the subsidy. As he had shown, the proposal which he had made to the Post-office the other day was thrown over because the Peninsular and Oriental had got the monopoly. This new Company offered a bi-weekly service to Marseilles, and would have been able shortly to give a bi-weekly service to Bombay. If they had not been tied up so long they could have done without any subsidy. He hoped that under these circumstances the Government would not insist on pressing through this new contract at this late period of this session. (Hear, hear.)

Mr. Samuda was convinced that a clear explanation of the facts was all that was necessary to enable the House to make up its mind very clearly as to the course to be pursued. It appeared to him that no course was open except that which had been recommended by his hon. friend the Secretary to the Treasury. In 1867 a contract was entered into whereby the Company was to receive either £400,000 or £500,000 a year, according to the amount of returns that they were able to get from the contract. If they got a

fair return for their capital they were to receive £400,000. If they could not get a fair return, they were to be allowed to draw an extra £100,000 a year. The amount that was so fixed was 6 per cent. or 8 per cent. The noble marquis, the member for Radnor, made an arrangement which, in the interests of the House, he might well be thanked for. The noble marquis proposed that instead of remaining in partnership and sharing the profits to give up £50,000, that is to say, he gave up £450,000 a year and left them to shift for themselves. Instead of there being correctness in the statement which had been made that the subsidy alone was sufficient, without carrying either mails or passengers, and that they were a great deal overpaid, he (Mr. Samuda) would try to point out that the Company had never paid more than 6 per cent. from the time they entered into the contract, in 1867, in dividends, and last year and on previous occasions they only paid 5 per cent. The earnings of the Company varied from a million and a half to two millions, and considering that they were only able to pay their shareholders £170,000 when their earnings from other sources were upwards of a million, it was absurd to say that the subsidy alone would be sufficient. (Hear, hear.) It was statements not founded on these facts and made by persons interested that led to such erroneous conclusions. He could not see, looking at the matter from a rational point of view, that any Company could do for them what the Peninsular and Oriental Company was now and had been doing. They must not forget also, that, by means of this Company, they were, in case of an emergency, provided with trained and disciplined navy, and he considered that to be one of the greatest benefits the country could obtain, and yet they were to be found fault with for earning such a common interest for their money. If the Company should be prevented from being able to continue the service at the end of their contract the result would be that after having for twenty-five years traded to the advantage of the country at a small advantage to themselves, receiving only five or six per cent, they would have ships depreciated in value and two millions of money which would represent the whole amount of the dividend they had paid in thirty years. He contended that the service during the past five years had been admirably conducted, and he challenged his hon. friend to put his hand on a single fact

which would refute his statement. He hoped that the House would not be led away by the statements of those interested in rival trades, and who wished to bring everything into their own hands. (Cheers.)

After some remarks from Mr. Dodson,

The Chancellor of the Exchequer explained the facts of the case. The existing contract had still five years to run, and the Government, he contended, had made a fair bargain with a responsible Company at reduced terms, for a more efficient service.

Dr. Playfair complained that the Government had departed from the policy which had guided their predecessors.

The House divided—

For the contract	145
Against	23
Majority	122

The contract was therefore ratified.

GLASGOW CHAMBER OF COMMERCE AND MANUFACTURES,
12th August, 1874.

To the SECRETARY of the BOMBAY CHAMBER of COMMERCE, Bombay.

DEAR SIR,—Immediatley on receipt of your telegram referring to this matter, a Meeting of the Directors of this Chamber was held, and a resolution was passed to present a Petition on the subject to the House of Commons praying that the proposed contract of the 8th July last might not be approved of. The Petition was entrusted to Mr. Whitelaw, one of the members for the City, and a Director of the Chamber, and it was by him presented to the House. The opposition, however, was unsuccessful, and the contract has been approved of.

By this post I transmit a copy of the *Glasgow Daily News* of yesterday's date, on page third of which you will find a copy of the Petition, and a report of the proceedings of a Meeting of the Directors of the Chamber held yesterday on the subject.—I am, &c.,

THOS. G. WRIGHT, Secretary.

PROCEEDINGS of a Meeting of the Directors of the Glasgow Chamber of Commerce, held on the 10th August 1874,—Mr. James White, of Overtoun, presiding.

THE EAST INDIA MAIL CONTRACT.

The Secretary (Mr. T. G. Wright) reported that, in accordance with the resolution come to at a previous Meeting, the following Petition of the President and Directors of the Chamber had been presented to the House of Commons:—

"Sheweth,—(1) That a contract, dated the 8th day of July 1874, entered into between Her Majesty's Postmaster General, on behalf of Her Majesty, of the one part, and the Peninsular and Oriental Steam Navigation Company of the other part, relative to the transport of East India, China, and Japan mails, has been laid on the table of your honourable House for approval. (2) That by said contract it is proposed to supersede and cancel the contract dated 8th August 1870, for the transport of said mails, on and after the 15th day of August 1874. (3) That although it is highly desirable that any change that might be made in the said contract of 8th August 1870, should have for its object the acceleration of the transport and delivery of the mails referred to, and although Her Majesty's Postmaster General appears to have considered that that object would be to some extent attained by entering into the new contract, yet in point of fact the transport of the mails will not be accelerated, but, on the country, will be retarded, by the adoption of the contract now proposed to be confirmed. (4) In particular, while under the current contract the service from Brindisi to Alexandria (Schedule 3) had to be performed within 75 hours, and the service from Alexandria to Bombay (Schedule 1, Route No. 3) within 313 hours, and the railway journey from Alexandria to Suez usually occupies 10 hours, making the whole service from Brindisi to Bombay, or *vice versâ*, 398 hours, Section 8 of the new contract allows the Company 422 hours for the transport from Brindisi to Bombay, and 424 hours for the return transport, inclusive of stoppages for delivery of mails, being an excess of 24 hours. Again, under the current contract the Calcutta light mail had to be conveyed from Suez to Calcutta within 501 hours, and adding to that the 75 hours allowed from Brindisi to Alexandria, and the 10 hours for railway journey from Alexandria to Suez, the whole transport had to be completed

within 586 hours; but under Section 8 of the new contract the Company will be allowed 646 hours (inclusive of stoppages for delivery of mails), or 60 hours more, for the same service. These changes will therefore considerably retard the transport of the mails, and to some extent injure the commercial interests both of this country and of India. (5) That, while under the present contract mails for Alexandria are conveyed thither direct, Section 12 of the new contract provides that the Company shall land at Ismailia, a port at a greater distance from Gibraltar or Malta than Alexandria, all mails from Gibraltar or Malta for Alexandria, and shall arrange with the Egyptian Post-office for the transport of these mails from Ismailia to Alexandria. It is highly expedient that this circuitous and unsatisfactory route should be avoided, and provision made for the direct delivery of the Alexandria mails. The said proposed contract is also objectionable in many other respects. (6) That whereas it was provided by the present contract (Section 54) that that contract should not be binding until it had lain upon the table of your honourable House for one month without disapproval, unless it be previously approved by a resolution of your honourable House, the proposed contract simply stipulates (Section 56) that it shall not be binding until it has been approved by a resolution of your honourable House. The effect of the former provision was to give full time for the fair consideration of the contract, and of any objections that might be made to it by parties interested, but the proposed contract does not allow time for such consideration. (7) That your Petitioners, having in view the serious injury which may be caused to important interests by a sudden change in the transport of mails between Great Britain and any foreign country, or any of the Colonies, humbly submit to your honourable House that no alteration should be made in any mail contract without the public interested in the matter being consulted.—Your Petitioners do therefore most humbly pray that the said proposed contract, dated 8th July 1874, be not approved of by your honourable House."

The Chairman—This Petition, as was arranged at the time, was sent to Mr. Whitelaw, M.P., and was presented by him to the House of Commons. Subsequent to that, we were in communication with the honourable gentleman, as well as with other members of Parliament, on the subject; and, upon

receiving intimation from them, Mr. George Smith kindly proceeded to London and formed one of a deputation of persons interested in the acceleration of the Indian Mail who waited upon the Secretary of the Treasury. The right honourable gentleman heard all their objections to the terms of the contract, and the suggestions they made on the matter, and promised to give it his earnest and best attention. We afterwards learned that some little modifications had been made upon the contract which was proposed, and against which we remonstrated; and a new agreement, dated 1st August, was subsequently submitted to the House for approval. We immediately communicated with Mr. Whitelaw, and with other persons, in the hope of being able to get them to urge the objections we had stated to the contract being approved of We expected that they would have been so well supported by members representing commercial interests in England and Scotland that the agreement would not have been confirmed; but I am sorry to say that, upon a division in the House, the contract was approved of by a large majority. (At this point Mr. Whitelaw, M.P., entered the hall, and was received with hearty applause.) We cannot but look upon the confirmation of the agreement as in utter disregard of the commercial interests of this great empire, and I think it is very much to be regretted that Parliament should at so late a period of the session—immediately before its being closed—have confirmed, upon so short notice, a contract involving such important interests—a contract which we and the Bombay Chamber thought, and we were confirmed in our opinion by many other persons concerned in the matter, at variance with the real wants of the country, and a sacrifice of our commercial interests to those of the Peninsular and Oriental Steam Navigation Company. I am afraid we can do nothing further in the matter now; but as Mr. Whitelaw, our worthy member, is here, I am sure we will be glad to hear anything he has to say—I was going to observe in exculpation of the Government, but I will say instead in vindication of the course they have pursued. (Applause and laughter.)

Mr. Whitelaw, M.P.—I do not know that I can add much to what I have already communicated to Mr. White by letter. I am afraid it will be impossible for us to make anything more of the agreement which has been referred to, except it be in the way of watching very narrowly how

the Company, who have got the contract confirmed to them, discharge their obligations. No doubt the hours within which they are to deliver the mails in India are somewhat shorter than those within which they have been delivering them hitherto; and, as far as I have been able to examine into the details of the matter, it appears to me that this shortening of the hours is owing entirely to time saved at stations—part of it in travelling over Egypt, and part at Aden. Fourteen hours, I think, are taken off the stoppage at Aden; and ten are saved in Egypt. That may be said to be almost the only saving which there is in the matter as regards time. My own opinion on the subject is that, in the negotiations between the Government and the Company, the Company have been too many for the Government. (Laughter.)

The Chairman—The present and the late Government alike?

Mr. Whitelaw—Both of them. (Laughter.) Each had a hand in the pie. When a contract is proposed to be modified those stipulations most for the public benefit should be first provided; and I do not think that the yielding up of £20,000 a year is, in the circumstances, any consideration at all to the public. (Hear, hear.) The acceleration of the mails is of prime importance to the trading community; and there is no acceleration at all, as far as the speed of the steamers is concerned. All the gain that there is consists, so far as I can make out, in saving stoppages, as I mentioned before. I certainly think that, when an alteration was made in the contract which gave the Peninsular and Oriental Steam Navigation Company so great an advantage over the position they occupied under the previous agreement, the Government might have been able to secure better terms for the public than have been obtained under the present arrangement. It is also to be regretted that the contract should have been submitted to Parliament so very near the end of the session. That is, perhaps, one reason why so large a majority voted for it. Many who were absent might have been disposed to view with disfavour the approval of the agreement; but those present, as was reasonably to be expected, were principally members who were to assist the Ministry to finish off their work. At the same time, as you will have observed from

the debate, the defence of the contract and the support of the resolution to adopt it were not confined to one side. Mr. Samuda, for instance, spoke in support of the contract being approved; and, indeed, opinions were very much divided on the subject. But it seemed to me that both in the attacking and the defending of the agreement members were inclined to regard it too much as a matter affecting the private interests of other competing steam navigation companies. That is apt to beget in the House a suspicion that there is something wrong, whether it be the case or not. Mr. Samuda introduced the matter in that way, and Mr. Rathbone referred similarly to the subject. He thought it a mistaken policy to dwell so much on that point; it left the impression on the minds of many members of the House that the interests of private traders had a great deal to do with the opposition to the approval of the measure. Mr. Anderson, however, made a statement altogether ignoring that style of observation, and dwelt entirely and solely on the public interests. That was the right way to act; but nobody followed the honourable gentleman in the same strain, or confined himself to the same arguments, and consequently the issue was as you all know. Some reference was made in the course of the debate to one curious reason why the House should not confirm the contract, and that was, that by doing so they would put all existing traders out of existence, and that when the agreement expired in 1880 there would be nobody to compete and get the contract arranged on terms suitable to the public interests, both in regard to the cost of carrying the mails and the speed at which they are transmitted. Sometimes, also, it was alleged in the course of the debate—at least Mr. Samuda made the observation—that it was not reasonable to suppose the Peninsular and Oriental Company had too much, seeing they never paid more than five or six per cent. (Laughter.) My notion on the subject is that if they pay too little dividend it is because they manage their business badly. (Hear, hear.) The hon. gentleman also remarked that the competing trading companies did not carry on their affairs for such a small dividend as the Peninsular and Oriental. They have been carrying on, at any rate, hitherto; and if, as Mr. Samuda urged, and, as I believe, they make a larger dividend than the Peninsular and Oriental Company, that can only

be accounted for by the fact that they conduct their business in a much more able manner. (Hear, hear.) As to the other point which I mentioned, I have no doubt at all that we shall have plenty of steamboat traders on the carpet in 1878, when the contract begins to be talked about again. Then will be the time for the commercial community to see that they get justice done to them, and that the matter is not left over till the fag-end of a session, but agitated in the course of the two years during which notice must be given for the termination of the agreement. By doing so I have no doubt the community will be able to secure that the mails are carried with the greatest possible speed, economy, and regularity. In connection with my own business, I have employed contractors to a large extent, and I have often had applications from them for alterations of their contracts. There are two ways of making money on the part of contractors. One way is to get it by good management of their pits or other works; another is to come to the employer for an increase of their rates. (Laughter.) The latter is the easier way, of course; and if the manufacturer is simple enough to be persuaded into yielding to them, they necessarily obtain their income much more readily than by exerting themselves to conduct their business as they ought to do. I think the case between the Government and the Peninsular and Oriental Company is pretty much on a parallel with that I have just indicated. (Hear, hear.)

The Chairman—I am sure that we are all much obliged to Mr. Whitelaw for his explanation, and that we are all glad to see him amongst us again. (Applause.) His remarks as to contractors' modes of making money must be very much in accordance with the experience of every one connected with business. (Hear, hear.) The Peninsular and Oriental Company seem to follow a somewhat peculiar method of making money—they very kindly propose to take £20,000 a year less than they had before. (Laughter.) I think the eyes of the Government might have been opened by the proposal which was made to them, for it was the Company who came to the Government, and not the Government that went to the Company; and the Government should have taken care that, in consideration of the advantage which the Company were to get, and for which they were to give up £20,000 annually, the commercial interests of this great country were protected in a better

way than they have been. In so far as we were desirous of having the mails accelerated, we had no regard to personal or shipping interest at all. Our only concern was purely and simply for the benefit of those who had business in India, and to whom an acceleration of the mails was of immense consequence. We felt that there was no difficulty whatever, and that there should have been no objection on the part of the Peninsular and Oriental Company to carry the mails at the same rate of speed from Suez to Bombay as from Brindisi to Alexandria. From Brindisi to Alexandria they go at the rate of 11 knots an hour, and from Suez to Bombay at the rate of 9½. That might have been a reasonable enough arrangement before the Suez Canal was opened, when it was impossible for them to bring the steamers here to be overhauled regularly on the arrival of each mail; but now they can bring them home through the Canal and have them regularly overhauled. They do not require two sets of steamers, the one in Suez and the other in England. The alleged difficulty of carrying at the same rate of speed from Suez to Bombay as from Brindisi to Alexandria does not really exist; and it would have been no great concession on the part of the Company to have given that benefit to the public, in the consideration of the advantages which they enjoy under the new contract. However, I suspect we can do nothing now but bide our time.

Mr. George Smith—I must express my thanks to Mr. Whitelaw for the way in which he endeavoured to assist us in this matter. He placed in our hands copies of the original contract, of the first new agreement, and of the second new agreement, all of which spoke for themselves, and showed an amount of irregularity in connection with this business, which was not at all creditable to any Government. Our present Government are not, I believe, so much to blame in the matter as the late Government. There must have been backstairs influence of some kind or other at work to have allowed such a thing to be done in the way it has been. It has not been carried out in a fair and straightforward manner, but in a way that we must, as a Chamber, deprecate.

Mr. Middleton—Is it not possible to bring the matter before the House of Commons next session?

The Chairman—The Government will be very slow to

annul a contract made under a resolution of the House arrived at by a large majority.

Mr. Whitelaw, M. P.—The state of the case seems simply to be that the Peninsular and Oriental Company have been abler in their negotiations than the Post-office.

Mr. Walter Paterson—As we received a communication from the Bombay Chamber of Commerce on the subject we have been discussing, we ought, in courtesy, to send to that body a copy of the Petition we addressed to Parliament, and a statement of the action we have taken in the matter. I move accordingly. The people of India will be extremely dissatisfied with what has been done by Government on this subject. They will take active measures to make their case out before Parliament, and we should aid them in their efforts.

Mr. Whitelaw, M.P.—I may mention that Professor Fawcett did not receive any telegram or communication from the Bombay Chamber on the question.

Mr. Paterson—The communication would only be due, in course of the mail, this morning.

The motion was agreed to.

THE INCORPORATED CHAMBER OF COMMERCE,
LIVERPOOL, *24th August*, 1874.

EAST INDIA, CHINA, AND JAPAN MAILS CONTRACT.

DEAR SIR,—I beg to acknowledge the receipt this day of your letter of the 24th of July, and of the receipt on the 16th of July of the telegram to which your letter refers.

The subject of your communication was referred to the Postal Committee of the Chamber, who made a report, a copy of which I enclose, and upon which was based a Petition to the House of Commons, and communications to the Postmaster General and the Treasury, and also to our Borough and County Members, asking their aid in having the confirmation of the contract postponed.

A copy of the report was likewise placed in the hands of a large and influential Deputation to the Treasury on which the leading ports of England and Scotland were represented.

The East India and China Association of Liverpool, at the

instance of this Chamber, gave their co-operation on the question.

Before this letter will have been received by you, the English newspapers will have brought to you intelligence as to the ratification of the contract by the House of Commons. —I am, &c.,

WILLIAM BLOOD, Secretary.

JOHN GORDON, Honorary Secretary,
Chamber of Commerce, Bombay.

Report of the Postal Committee of the Liverpool Chamber of Commerce, dated 29th July 1874.

Resolved,—That the following report be submitted to the Council :—

That the Committee have examined the "copy of a contract, dated the 8th day of July 1874, between the Postmaster General and the Peninsular and Oriental Steam Navigation Company for the conveyance of the East India, China, and Japan mails, together with a copy of a Treasury Minute dated the 14th day of July 1874 thereon." Ordered by the House of Commons to be printed, 16th of July 1874.

That the Committee notice that the following important Routes have been omitted in Clause 8 of the Contract, which proscribes the time within which the various services are to be performed ; and from Clauses 17, 18, and 19, which impose penalties for the non-delivery of letters within the specified time, and that in consequence such services will be left to be performed in whatever time may suit the convenience of the contracting Company, namely,—Southampton to Bombay; Shanghai to Brindisi ; Southampton to Point de Galle ; Calcutta to Brindisi ; Calcutta to Southampton. That if these services are of importance to the public, the time of their performance should be stipulated ; but if not important then the sums now payable for them should be discontinued.

That the proposal to allow the Peninsular and Oriental Steam Navigation Company to send the mails through the Suez Canal instead of as at present by rail from Alexandria

to Suez involves obviously a delay of a day and a half upon the minimum time required for the transmission of the mails, and that the concession proposed of £20,000 per annum is altogether inadequate.

That the alleged acceleration of the mails between England and India is illusory, inasmuch as the comparisons appear to be made between the times as proposed in the new contract and the actual times now taken, such actual times of transit being systematically longer than the times stipulated in the existing contract with the Peninsular and Oriental Steam Navigation Company, and that if such comparisons are made between the times stipulated in the respective contracts it would be found that they are in several instances actually longer in the new contract than in the old.

That for these reasons the Committee recommend the President of the Chamber to telegraph to the Members for the Borough and the County, asking them to use their influence te delay the ratification of the proposed contract between the Postmaster General and the Peninsular and Oriental Steam Navigation Company.

CHAMBER OF COMMERCE, DUNDEE, *9th Sept.*, 1874.

DEAR SIR,—With reference to your telegram and letter as to the arrangement of the Postmaster General for carrying the Indian Mails, the Directors of the Chamber communicated at once with their Member of Parliament, and took such steps as were considered necessary to forward the object in view.

The Directors will be happy to co-operate in such measures as will tend to diminish, as much as possible, the time in conveying correspondence between India and this country, and *vice versâ*, and they will be glad to have any further views and recommendations on the subject.—Yours faithfully,

Secretary.

J. GORDON, Esq., Chamber of Commerce, Bombay.

SHANGHAI GENERAL CHAMBER OF COMMERCE,
15th August, 1874.

To the Hon'ble J. K. BYTHELL, Chairman, Chamber of Commerce, Bombay.

SIR,—I have the honour to acknowledge a telegram, received from your Chamber, bearing date the 16th ultimo, requesting the co-operation of this Chamber in opposing the new Mail Contract about to be entered into with the Peninsular and Oriental Steam Navigation Company; and although it appears doubtful whether any action to be taken by this Chamber at so advanced a stage of the proceedings would be of any avail in forwarding your views, the Committee at once telegraphed to the Chairman of their London Committee, requesting him to take such steps in the matter as might be deemed advisable.

London telegrams of the 4th instant announce that the contract has been confirmed by the House of Commons, but without giving particulars of the terms.—I am, &c.,

ROBERT J. FEARON, Chairman.

SHANGHAI GENERAL CHAMBER OF COMMERCE,
5th September, 1874.

To J. GORDON, Esq., Secretary of the Bombay Chamber of Commerce, Bombay.

DEAR SIR,—I am duly in receipt of your favour of 27th July respecting the revision of the Indian Mail Contract, and the measures taken by the Committee of your Chamber to procure an alteration of the existing regulations.

The telegram alluded to has been received and acted on, as you will have learned from the letter from the Chairman of this Chamber of 15th ult., but no information has yet come to hand as to the result.—I am, &c.,

GEO. R. CORNER,
Officiating Secretary.

YOKOHAMA GENERAL CHAMBER OF COMMERCE,
4th August, 1874.

To the SECRETARY of the BOMBAY CHAMBER of COMMERCE, Bombay.

SIR,—I beg to acknowledge receipt of your telegram of 16th ultimo as follows :—

"Large Public Meeting adopted strong protest against revised Eastern Mail Contract, adopted Petition to House Commons to sanction no contract allowing more than sixteen days Bombay Brindisi, will also accelerate China Japan Mails, Petition entrusted Fawcett, support entreated of Members interested in Eastern affairs, combined action desirable, please wire to influential parties in England to support movement."

This Chamber has delayed for one mail writing to you, hoping that some further particulars respecting the proposed new contract would have reached this. At present very little is known here on the subject, although there is a supposition that the mails would be accelerated somewhat in the Canal transit.

I am now directed to say that although for mail matter to Europe, "via America," is by many days the quickest route from this port, yet this Chamber will very gladly do what it can towards the furtherance of your object as soon as more details reach this.—I am, &c.,

G. K. DINSDALE, Secretary.

YOKOHAMA GENERAL CHAMBER OF COMMERCE,
YOKOHAMA, JAPAN, *15th Sept.*, 1874.

To the SECRETARY of the BOMBAY CHAMBER of COMMERCE, Bombay.

DEAR SIR,—I have now the pleasure to acknowledge receipt of your further communication, bearing date 27th July, on the subject of a "protest against the revised Mail Contract" with the Peninsular and Oriental Steam Navigation Company.

Your letter, with accompanying documents, has been laid before the Committee of this Chamber, but I may mention that it is understood here the contract has already been de-

finitely concluded between Her Majesty's Government and the Peninsular and Oriental Steam Navigation Company.—
I remain, &c., G. K. DINSDALE, Secretary.

No. 3420.

CALCUTTA, *2nd September*, 1874.

From F. R. HOGG, Esq., Officiating Director General of the Post Office of India, to the SECRETARY, Chamber of Commerce, Bombay.

SIR,—I have the honour to forward copy of a letter No. 389, dated 31st July, from the Secretary, General Post Office, London, in answer to my communication forwarding the Chamber's representation, dated the 9th June 1874, on the subject of the mail service between India and the United Kingdom.

2. That it should be possible to revise a contract so important to this country, and to the maintenance of which it largely contributes, without reference to the Government of India or to local public opinion, is very much to be regretted, and I shall shortly address the Government on the subject: not in view to re-open what has already been settled, but with the object of preventing a recurrence of the anomaly, and to secure at least an expression of the wishes of the community of India before changes are made in the service through which its communications with Europe are maintained.

3. It will be seen that there is but small prospect of any acceleration in the land journey between Brindisi and London, except possibly at enhanced transit rates of payment, or in other words, an increase of postage. It would not be well, I think, to press this suggestion any further.—
I have, &c., E. R. DOUGLAS,
For Offg. Director General of the Post Office of India.

REGISTERED No. 389-L.

GENERAL POST OFFICE, LONDON, *31st July*, 1874.

To the OFFICIATING DIRECTOR GENERAL of the POST OFFICE of INDIA.

SIR,—I have received and laid before the Postmaster

General your letter of the 30th ultimo (No. 1901) with the letter from the Chamber of Commerce of Bombay, which accompanied it, on the subject of the mail service between India and the United Kingdom.

That letter appears to his Lordship to have been written under the impression that negotiations with the Peninsular and Oriental Steam Navigation Company for a new contract were still going on, whereas such new contract was signed on the 8th instant, and now only awaits the approval of the House of Commons.

With respect to the suggestion that the time occupied in the land journey between Brindisi and London should be considerably shortened, the Postmaster General desires me to remark that, for any acceleration in this respect, this Department would have to look to the French and Italian Post-offices, and that he has no expectation that those offices would undertake to provide for the carrying of the Indian mails in less time than at present, unless the transit rates which they receive for the service were proportionally augmented.

Indeed, his Lordship doubts whether, if it were agreed to pay a higher amount, the service could be performed in the time named by the Chamber—48 hours.—I have, &c.,

JOHN TILLEY.

PENINSULAR AND ORIENTAL COMPANY.—CONTRACT OF 1st AUGUST 1874.

East India, China, and Japan Mails.

Articles of Agreement made this 1st day of August 1874 between the Right Honourable John James Robert Manners (commonly called Lord John Manners) Her Majesty's Postmaster General for the time being on behalf of Her Majesty of the one part, and the Peninsular and Oriental Steam Navigation Company of the other part, witness that the Company for themselves their successors and assigns hereby covenant with the Postmaster General his executors administrators successors and assigns Her Majesty's

Postmasters General for the time being in manner following (that is to say) :—

1. For all purposes of these presents the term "mails" shall be understood to comprehend all boxes bags or packets of letters newspapers books or printed papers and all other articles which under the existing regulations of the Post Office are transmissible by the post without regard either to the place to which they may be addressed or to that in which they may have originated and all empty bags empty boxes and other stores and articles used or to be used in carrying on the Post Office service which shall be sent by or to or from the Post Office.

2. If at any time the Postmaster General shall desire to modify the existing regulations as to articles transmissible by the post either by prohibiting the transmission by the post of the articles which are now transmissible thereby or by authorising the transmission by the post of articles which are not now transmissible thereby he shall be at liberty so to do on giving reasonable notice to the company and in case the effect of such modification shall be to diminish the burden of the services hereinafter agreed to be performed a deduction shall be made from the annual subsidy hereinafter stipulated to be paid to the company and in case the effect of such modication shall be to increase the burden of the services hereinafter agreed to be performed an addition shall be made to such subsidy and the amount of such deduction or addition as the case may be shall be settled by agreement between the Postmaster General and the Company or failing agreement by arbitration in manner hereinafter provided.

3. The Company will at all times during the continuance of this Agreement or so long as the whole or any part of the services hereby agreed to be performed ought to be performed in pursuance thereof provide keep seaworthy and in complete repair and readiness for the purpose of conveying as hereinafter provided all Her Majesty's mails which shall at any time and from time to time by the Postmaster General or any of his officers or agents be required to be conveyed as hereinafter provided on all the routes specified in the first Schedule hereunder written a sufficient number of good substantial and efficient steam vessels of adequate power and speed and supplied with first rate appropriate steam engines and in all respects suited to the performance

of the services herein agreed to be performed within the respective times herein stipulated.

4. The vessels to be provided under this Agreement shall be always furnished with all necessary and proper tackle stores oil tallow fuel provisions machinery engines anchors cables boats fire-pumps and all other proper and requisite means for extinguishing fire lighting-conductors charts chronometers proper nautical instruments and all other furniture and apparel and whatsoever else may be requisite and necessary for equiping the said vessels and rendering them constantly efficient for the said services and manned with competent officers with appropriate certificates granted pursuant to the Act 17 & 18 Vict. c. 104, or to the Act or Acts in force for the time being relative to the granting certificates to officers in the Merchant Service and also with competent engineers and a sufficient crew of able seamen and other men and with a competent surgeon to be subject to the approval of the Postmaster General.

5. The Company shall land and embark the mails at Bombay by means of a small steam vessel and accordingly the Company shall in addition to the vessels hereinbefore mentioned provide a small steamer which shall be kept at Bombay in complete repair and ready for landing and embarking the mails. And also in addition to the vessels hereinbefore mentioned the Company shall provide and maintain in complete repair an efficient tug steamer which shall be kept in the Suez Canal for the purpose of assisting the other vessels of the Company in speedily and safely passing through the said Canal in the performance of the services herein agreed to be performed.

6. If Her Majesty's Postmaster General shall consider any of the Company's vessels unfit for the conveyance of mails he may by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office require the said Company to show cause why such vessel should not be withdrawn from the service and unless within six weeks after such requisition the said Company shall show cause to the contrary to the satisfaction of the said Postmaster General he may at any time after the expiration of the said period of six weeks by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office declare

such vessel to be unfit for the conveyance of mails and after such declaration shall have been made it shall not be lawful for the said Company to employ such vessel in the performance of this contract. And in order to determine whether the said Postmaster General shall be justified in declaring any vessel unfit for the conveyance of mails or whether the said Company shall be able to show cause to the contrary a special examination shall be made of the hull and machinery of any such vessel by such person or persons as may be selected for that purpose by the Postmaster General.

7. The equipments officers engineers and crew of each vessel when such vessel is in any British port shall be subject at all times to the inspection of the said Postmaster General or of such other person or persons as he shall at any time or times authorise to make such inspection.

8. The Company shall convey the said mails from Brindisi to Bombay in 422 hours and from Bombay to Brindisi in 424 hours and from Brindisi to Point de Galle in 472 hours and from Point de Galle to Brindisi in 488 hours and from Brindisi to Shanghai in 965 hours and from Shanghai to Brindisi in 1,008 hours and from Southampton to Bombay in 677 hours and from Bombay to Southampton in 666 hours and from Southampton to Point de Galle in 727 hours and from Point de Galle to Southampton in 730 hours and from Brindisi to Calcutta in 646 hours and from Calcutta to Brindisi in 663 hours and from Bombay to Shanghai in 618 hours and from Shanghai to Bombay in 611 hours and from Hong Kong to Yokohama in 170 hours and from Yokohama to Hong Kong in 170 hours and each of the periods of hours hereinbefore specified is to be reckoned as inclusive of stoppages for the purpose of the delivery and reception of the mails. And the arrangements for determining and recording the exact time of the arrival and departure of the vessels at and from the several places above named and the period of every delay which shall take place on any voyage shall be under the exclusive regulation of the Postmaster General whose decision upon all questions relating to those matters shall be final.

9. One of the vessels to be provided under the 3rd Article of this Agreement shall on such days of the week and at

such hours as the Postmaster General shall appoint and immediately after the mails are embarked put to sea from touch and arrive at the several ports or places respectively mentioned in the said first Schedule hereunder written and all such vessels shall convey the said mails as mentioned in such Schedule and all the stipulations matters and things therein contained shall form part of this Agreement and be observed and performed by the Company accordingly. And the Company shall convey in such vessels to and from and cause to be delivered and received at such of the ports or places mentioned in the said first Schedule from or at which the said vessels are to start touch and arrive in the performance of this Agreement all such mails as shall or may be tendered or delivered to or received by the Company or any of their agents officers or servants by or from the Postmaster General or any of his officers or agents.

10. Should it be deemed by the Postmaster General his officers or agents requisite for the public service that any such vessel to be employed under this Agreement should at any time or times delay her departure from any port from which the mails are to be conveyed under this Agreement beyond the period appointed for her departure therefrom the Postmaster General his officers or agents shall have power to order such delay (not however exceeding 24 hours) by letter addressed by him or them to the master of any such vessel or person acting as such and which shall be deemed a sufficient authority for such detention.

11. In the event of any vessel of the Company whilst passing through the Suez Canal in the performance of any of the services hereby agreed to be performed becoming unable by reason of the stranding of such vessel in the said canal or of any other difficulty or obstruction incident to the navigation thereof to complete its passage through the said canal in due course the Company shall use their utmost endeavours to prevent any delay in the delivery of the mails and with that object shall employ in the subsequent conveyance of any mails on board such stranded or impeded vessel to their destination any other vessel belonging to the Company which may be at Suez Port Said or Alexandria and available for the service.

12. The Company shall land at Ismailia all mails from Gibraltar or Malta for Alexandria and shall embark at

Ismailia all mails from Alexandria for Malta or Gibraltar and shall convey at the expense of the Company all such mails by despatch boat from Port Said to Ismailia and from Ismailia to Port Said whenever the employment of such means of conveyance shall be found more expeditious than landing the mails at Ismailia direct from the mail packet or embarking them at Ismailia on board the packet and shall repay to the Postmaster General and indemnify him from all expenses which may be incurred with the Egyptian Post Office in respect of the conveyance of such mails between Ismailia and Alexandria in either direction.

13. If at any time the Company shall desire to modify the services hereby agreed to be performed by substituting Plymouth or Liverpool for Southampton as one of the ports to and from which mails are to be conveyed under this Agreement they shall be at liberty so to do on giving three calendar months' notice in writing of such their desire and in such case and from and after the time named for that purpose in such notice the services specified under the head Route No. 1 in the first Schedule hereunder written shall no longer be performed and in lieu of such services there shall be substituted the services specified in the second or third Schedule hereunder written as the case may be and except as herein otherwise expressly provided all the provisions of this Agreement shall thereafter apply to the last-mentioned services in the same manner in all respects as if the services specified in Route No. 1 of the said first Schedule had been omitted therefrom and the services specified in the said second or third Schedule as the case may be had been inserted in the place thereof Provided always that the amount of the consideration or subsidy to be paid to the Company as hereinafter provided shall not be increased or diminished by reason of the substitution aforesaid And provided also that in the event of the substitution aforesaid the periods of time within which the Company ought in obedience to this Agreement to convey the mails from Southampton to Bombay and from Bombay to Southampton respectively shall in case Plymouth be adopted be decreased in proportion to the diminished distance and in case Liverpool be adopted be increased in proportion to the increased distance.

14. If at any time or times the Postmaster General shall

desire to alter the particular days times or hours of departure from and arrival at any of the ports or places to or from which Her Majesty's mails are for the time being to be conveyed under this Agreement he shall be at liberty so to do on giving three calendar months' notice in writing of such his desire to the Company provided such alterations do not necessitate an increase of speed.

15. If at any time or times the Postmaster General shall desire otherwise to modify the services hereby agreed to be performed (as for example to increase or decrease the frequency of the conveyance of mails between any of the ports or places to or from which such mails are to be conveyed under this Agreement or to extend the conveyance of such mails to any other ports or places not specified in this Agreement or to discontinue the conveyance of such mails to or from any port or place specified in this Agreement) he shall be at liberty so to do on giving reasonable notice to the Company and on paying to them for such increased or extended services such further consideration and in the event of the services hereby agreed to be performed being reduced on his paying to them such reduced consideration as may in either of such cases be mutually agreed upon between the Company and the Postmaster General or failing such mutual Agreement by arbitration in the manner hereinafter provided.

16. The particular days times and hours of departure from and arrival at any of such ports or places or other services (if any) which may be appointed by any alteration under the two preceding clauses or either of them shall for the time being be deemed to be the days times and hours of departure and arrival of mails and other services under this Agreement and shall be observed and kept by the Company accordingly.

17. If on any outward voyage commencing at Brindisi the Company shall fail to deliver Her Majesty's mails at any port of destination whether the same be Bombay Calcutta Point de Galle or Shanghai for 12 hours or more after the time at which the same ought to be delivered according to the provisions of this Contract which shall for the time being be in force then and in every such case the Company shall forefeit and pay to Her Majesty her heirs and successors the sum of 100*l.* for every complete period of 12 hours during which the

delivery of such mails shall be delayed beyond the time at which the same ought to be delivered as aforesaid Provided always that the payment of any such penalty as aforesaid shall not be enforced against the Company if it be shown by them to the satisfaction of the Postmaster General that the delay has arisen from damage to the vessel or the machinery thereof.

18. If on any homeward voyage from Bombay or Point de Galle to Southampton the Company shall fail to deliver Her Majesty's mails at Southampton for 12 hours or more after the time at which the same ought to be delivered according to the provisions of this Contract which shall for the time being be in force then and in every such case the Company shall forfeit and pay to Her Majesty her heirs and successors the sum of 100*l.* for every complete period of 12 hours during which the delivery of such mails shall be delayed beyond the time at which the same ought to be delivered as aforesaid Provided always that the payment of any such penalty as aforesaid shall not be enforced against the Company if it be shown by them to the satisfaction of the Postmaster General that the delay has arisen from damage to the vessel or the machinery thereof.

19. If on any homeward voyage from Bombay Calcutta Shangai or Point de Galle to Brindisi the Company shall fail to deliver Her Majesty's mails at Brindisi for 12 hours or more after the time at which the same ought to be delivered according to the provisions of this Contract which shall for the time being be in force then and in every such case the company shall forfeit and pay to Her Majesty her heirs and successors the sum of 200*l.* for every complete period of 12 hours during which the delivery of such mail shall be delayed beyond the time at which the same ought to be delivered as foresaid Provided always that the payment of any such penalty as aforesaid shall not be enforced against the Company if it be shown by them to the satisfaction of the Postmaster General that the delay has arisen from damage to the vessel or the machinery thereof.

20. If on any voyage from Hong Kong to Yokohama or from Yokohama to Hong Kong or from Bombay to Shanghai or from Shanghai to Bombay the Company shall fail to deliver Her Majesty's mails at Yokohama or Hong Kong Bombay or Shangai as the case may be for 12 hours or more after the

time at which the same ought to be delivered according to the provisions of this Contract which shall for the time being be in force then and in every such case the Company shall forfeit and pay to Her Majesty her heirs and successors the sum of 100*l.* for every complete period of 12 hours during which the delivery of such mails shall be delayed beyond the time at which the same ought to delivered as aforesaid Provided always that the payment of any such penalty as aforesaid shall not be enforced against the Company if it be shown by them to the satisfaction of the Postmaster General that the delay has arisen from damage to the vessel or the machinery thereof.

21. Provided always and it is hereby declared that during the prevalence of the south-west monsoon 96 additional hours shall be allowed for the voyages from Bombay to Southampton from Bombay to Brindisi or from Calcutta to Suez and from Shanghai to Bombay and during the prevalence of the north east monsoon 96 additional hours shall be allowed for the voyage from Bombay to Shanghai and 24 additional hours shall be allowed for the voyage from Hong Kong to Yokohama.

22. If the Company fail to provide an efficient vessel at any of the several ports or places at which such vessel ought to be provided in accordance with the terms of this Agreement ready to put to sea on and at the appointed day and hour then and so often as the same shall happen the Company shall forfeit and pay unto Her Majesty her heirs and successors the sum of 500*l.* and also the further sum ot 100*l.* for every successive 24 hours which shall elapse until such vessel actually proceeds to sea on her voyage in pursuance of this Agreement provided always that the total amount of the penalties last aforesaid shall not in the aggregate exceed the part of the subsidy of 430,000*l.* hereinafter made payable to the Company which shall be applicable to the voyage in respect of which default shall have been made by a sum greater than the sum of 1,000*l.*

23. The Company shall whenever required by the Postmaster General so to do receive and allow to remain on board each of the said vessels while employed in the performance of this Agreement to the east of Suez and also while remaining at Suez or at any port or place east of Suez and whether such vessel shall be with or without mails on board an Officer

in Her Majesty's Navy to be appointed by the Postmaster General to take charge of the said mails and also a servant of such officer (if required) and every such officer shall be recognised and considered by the Company their officers agents and seamen as the agent of the Postmaster General in charge of mails and as having full authority in all cases to require a due and strict performance of this Agreement on the part of the Company their officers servants and agents and to determine (so far as relates to the levying of penalties) every question whenever arising relative to proceeding to sea or putting into harbour or the necessity of stopping to assist any vessel in distress or to save human life and the decision of such officer as aforesaid shall in every such case be final and binding on the Company unless the Postmaster General on appeal by the Company thinks proper to decide otherwise provided however that the words "to determine every question" shall not confer upon such officer the power of control over the commander of the vessel conveying the said mails.

24. If the Postmaster General at any time or times thinks fit so to do he shall be at liberty to substitute for such naval officer a civil officer in the service of the Post Office to have charge of the said mails and thereupon and in every case in which a civil officer shall be appointed to be in charge of mails such last-mentioned officer shall be received and be allowed to remain on board each of the said vessels as hereinbefore provided with respect to any such naval officer but when any civil officer in the service of the Post Office shall be in charge of the said mails his duties shall be confined to the Post Office business.

25. A suitable first-class cabin with appropriate bed bedding and furniture shall at the cost of the Company be provided and appropriated by them for the exclusive use and accommodation of every such naval or civil officer and every of the said officers shall be victualled by the Company as a chief cabin passenger without any charge either for his passage or victualling.

26. The Company shall also receive and allow to remain on board each of the said vessels while employed in the performance of this Agreement to the east of Suez and also while remaining at Suez or at any port or place east of Suez and whether such vessels shall be with or without mails on board in addition to the officer in charge of the mails such a num-

ber of officers in the service of the Post Office as shall be reasonably required for the purpose of sorting and making up the mails conveyed or to be conveyed by such vessel and shall provide suitable accommodation and victualling for such additional officers either as chief cabin passengers or as fore cabin passengers at the option of the said Postmaster General.

27. The Company shall at their own cost provide on each of the vessels to be employed under this Agreement a separate and convenient room for the convenient and secure deposit of the mails under lock and key and shall also at the like cost (if and when they shall be required so to do by the said Postmaster General) erect and provide on each of such vessels employed under this Agreement to the east of Suez a separate and convenient room for sorting and making up the said mails and shall provide in such room all such furniture lamps fittings and other conveniences as shall be necessary or convenient for the purpose of sorting and making up the said mails and all such furniture lamps fittings and other conveniences shall be from time to time cleansed and kept in repair and the oil for the lamps supplied by the servants and at the cost of the Company and the services of the crew of every such vessel shall from time to time be given in the conveyance of the mails between the mail room and the sorting room.

28. At each port or place where the said mails are to be delivered and received the officer having charge of the mails shall whenever and as often as by him shall be deemed necessary for the public service and either with or without his assistant or servant be conveyed on shore and also from the shore to the vessel employed for the time being in the performance of this Agreement together with or (if such officer shall consider it necessary for the purposes of this Agreement so to do) without mails in a suitable and sea-worthy boat of not less than four oars to be furnished with effectual covering for the mails and properly provided manned and equipped by the Company.

29. The Master or Commander of each of the said vessels employed in the performance of this Agreement to the west of Suez and in all cases where the officer or other person appointed to have charge of the mails shall be absent the Master or Commander of each of the said vessels employed in the performance of this Agreement to the east

of Suez shall without any remuneration (other than the sum herein provided to be paid to the Company) take due care of and the Company shall be responsible for the receipt and delivery of the said mails and each of such masters or commanders shall make the usual declaration or declarations required or which may hereafter be required by the Postmaster General in such and similar cases and furnish such journals returns and information to and perform such services as the Postmaster General or his agents may require and every such master or commander or officer duly authorised by him having the charge of mails shall himself immediately on the arrival at any of the said ports or places of any such vessels deliver all mails for such port or place into the hands of the Postmaster or other person at such port or place whom the Postmaster General shall authorise to receive the same receiving in like manner all the return or other mails to be forwarded in due course.

30. The Company shall not nor shall any of the masters of any of the vessels employed or to be employed under this Agreement receive or permit to be received on board any of the vessels employed under this Agreement any letters for conveyance other than those duly in charge of the said naval officer or other person authorised to have charge of the said mails or which are or may be privileged by law nor any mails for conveyance on behalf of any colony or foreign country without the consent of the Postmaster General and in case of any such default respectively the Company shall be liable to be proceeded against for breach of this Agreement.

31. The Company and all commanding and other officers of the vessels employed in the performance of this Agreement and all agents seamen and servants of the Company shall at all times punctually attend to the orders and directions of the Postmaster General his officers or agents as to the mode time and place of landing delivering and receiving mails.

32. The Company shall and will when and as often as in writing they or the masters of their respective vessels shall be required so to do by the said Postmaster General or by any naval or other officers or agents acting under his authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommo-

dation to be provided for him or them) receive provide for victual and convey to and from and between any of the places to which any of the said vessels are to proceed in the performance of this contract (in addition to the naval officer authorised to have charge of the said mails and to officers of the Post Office employed in connection with the mails conveyed by such vessel) any number of naval military and civil officers in the service of Her Majesty not exceeding eight in any one ship with or without their wives and children as chief cabin or first class passengers and any number of non-commissioned and warrant officers not exceeding four in any one ship with or without their wives and children as fore cabin or second class passengers together with servants of both chief and fore cabin passengers and any number of seamen marines soldiers or artificers in Her Majesty's service not exceeding ten in any one ship with or without their wives and children as deck or third class passengers to be always provided with effectual protection from rain sun and bad weather and not exposed on deck without such competent shelter and to have hammocks or bunks (subject to the approval of the Lords Commissioners of the Admiralty) placed between decks.

33. The passengers who shall be conveyed in pursuance of the last preceding clause (who are hereinafter designated Government passengers) with their families shall be treated in no respect whether as regards food cabin or other accommodation or aught else in a way inferior to that of ordinary passengers of the same class or that required by the regulations of Her Majesty's Transport Service. The messing of the first and second class Government passengers shall include in each day an imperial pint of good sound bottled or draught ale or beer and that of the first class in addition an imperial pint of good foreign wine either port or white. The several classes of passengers shall mess in separate places and medical attendance medicine and medical comforts mess utensils and fittings cooking utensils articles for table use and mess places fuel lights requisite articles of bedding and all other necessaries shall be provided for them in like manner as for ordinary passengers of the like classes respectively.

34. The passage money for Government passengers and their families respectively shall be the same as that charged

by the Company for ordinary passengers of a similar kind and shall include all the particulars mentioned in the last preceding clause and whenever any alterations of rates for ordinary passengers may be made the Postmaster General and the Lords Commissioners of the Admiralty shall be immediately apprised of such alterations.

35. Returns of the embarkation and disembarkation of all Government passengers shall be furnished to the Director of Transport Services immediately after the departure and arrival of each vessel.

36. Payments for passage money for Government passengers shall be applied for by invoices according to a form to be obtained from the office of the Director of Transport Services and shall be made upon the production to such Director of the orders for the passages together with a certificate under the hand of the commanding officer specifying the number of the third class passengers (men women and children) conveyed with the ages and sexes of the latter and stating the periods during which they have been respectively regularly supplied while on board with provisions and also of a certificate under the hand of each first and second class passenger of his or her having been landed at the place of destination and of having been properly accommodated and messed during the voyage and specifying the dates from and to which they were so messed computed from the first to the last dinner meal.

37. The Company shall convey for every Government passenger free of charge the same quantity of baggage (whether such quantity shall be estimated or ascertained by bulk or weight) which according to the regulations of the Company for the time being they convey free of charge for an ordinary passenger of the same class and freight shall be payable for any extra baggage of a Government passenger after the same rate as the freight payable according to the same regulations for extra baggage of an ordinary passenger of the same class.

38. The passage money for the wives and families of commissioned and civil officers when not ordered to be conveyed at the public expense shall be paid to the Company by the officers themselves.

39. In all cases where an officer in the civil naval or

military service of Her Majesty who may not be entitled to a passage at the public expense shall require a passage on board any of the vessels employed in the performance of this contract the Company shall be bound when they have room to provide a passage for such officer in preference to private passengers and shall charge no higher rate for such passage than is chargeable for an ordinary passenger.

40. The Company shall receive on board each of the vessels employed in the performance of this contract and shall convey on behalf of the Lords Commissioners of the Admiralty any small packages which may be ordered for conveyance and also (on receiving from the Postmaster General or his officers or agents or from the British naval officer in command of the station two days' previous notice) shall receive on board any naval or other stores not exceeding 10 tons weight or 15 tons or 40 cubic feet each in measurement at any one time in any one vessel (packages and stores of a dangerous or damaging nature excepted in accordance with the general regulations of the Company) and shall convey and deliver such small packages and stores at the lowest rate of freight charged by the Company for private goods of a similar character or description and the Company shall give immediate notice to the Postmaster General and the Lords Commissioners of the Admiralty of any alteration in such rate of freight and shall in all cases be responsible for the custody and safe and speedy delivery of such packages and stores.

41. And in consideration of the due and faithful performance by the Company of all the services hereby contracted to be by them performed the Postmaster General doth hereby covenant that there shall be paid to the Company (out of such aids or supplies as may from time to time be provided and appropriated by Parliament for that purpose) so long as they perform the whole of such services in manner and with such vessels as hereinbefore respectively provided the sum of 430,000*l.* per annum by equal quarterly payments on the 1st day of January the 1st day of April the 1st day of July and the 1st day of October in every year and so in proportion for any less period than a quarter.

42. On or as soon as conveniently may be after the 1st day of April and the 1st day of October in every year during the continuance of this Agreement an account shall be made

out of the amount payable by the Company to the Postmaster General on account of penalties incurred by the Company, and if it shall appear by such account that any sum is due from the Company to the Postmaster General the same shall be forthwith paid by the Company to the Postmaster General or at his option may be deducted from the next quarterly payment due to the Company.

43. Except where otherwise expressly provided none of the services performed or to be performed by the Company under this Contract shall entitle them to any remuneration beyond the said subsidy of 430,000*l.* per annum, and such other sum or sums of money (if any) as are hereinbefore expressly made payable.

And it is hereby further agreed and declared between and by the parties hereto as follows : (that is to say)

44. It shall be lawful for the Postmaster General at any time and from time to time to delegate any of the powers vested in him by virtue of these presents to such person or persons as he shall think fit.

45. The Company shall undertake for themselves all arrangements relative to quarantine as connected with the due and regular performance of the conditions of this Contract.

46. The Lords Commissioners of the Admiralty shall at any time during the continuance of this Contract if they shall consider it necessary for the public interest have power and be at liberty to purchase all or any of the said vessels at a valuation or to charter the same exclusively for Her Majesty's service at a rate of hire to be mutually fixed and agreed on by them and the said Company but if any difference should at any time or times arise as to the amount of valuation or hire so to be paid such difference shall be settled by arbitration in manner hereinafter provided and the said Commissioners in the case of hiring any such vessel shall return the same to the said Company in the same state and condition as she was in at the time of any such hiring reasonable wear and tear excepted and if any difference should arise upon that point the same shall be settled in the same manner as the amount for the hiring is to be settled in case of difference. And it is further agreed that in case of such purchase or hire the service

hereby contracted to be performed shall be performed by other vessels of the Company of a similar description to the vessel or vessels purchased or hired if they can in due and proper time furnish them and in the event of the said Company being allowed by the Postmaster General to continue to perform only a portion of the service there shall be paid to the said Company such annual sum of money as shall be agreed upon by the said Postmaster General and the said Company and in case of their differing as to the amount the difference to be settled by two arbitrators or an umpire to be chosen respectively as aforesaid.

47. This Contract shall commence on or as from the 15th day of August 1874 and shall continue in force until the 1st day of February 1880 and shall then determine if the Postmaster General shall by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries for the time being of the Post Office have given to the Company or if the Company shall have given to the Postmaster General 24 calendar months' notice that this Contract shall so determine but if neither the Postmaster General nor the Company shall give any such notice this Contract shall continue in force even after the said 1st day of February 1880 until the expiration of a 24 calendar months' notice in writing as aforesaid which may be given by either of the parties hereto to the other of them and which last-mentioned notice may be given at any time after the 1st day of February 1878.

48. The Contract dated the 6th day of August 1870 and made between the Postmaster General of the one part and the Company of the other part shall remain in force until the said 15th day of August 1874 and no longer and as from the last-mentioned date the same is hereby terminated and annulled.

49. If on the determination of this Agreement any vessel or vessels shall have started or shall start with the mails in conformity with this Agreement such voyage or voyages shall be continued and performed and the mails be delivered and received during the same as it this Agreement had remained in force with regard to any such vessels and services And with respect to such vessels and services as last aforesaid this Agreement shall be considered as having terminated when such vessels shall have reached

their port or place of destination and such services shall have been performed but the said Company shall not be entitled to receive any payment or compensation for the same.

50. All and every the sums of money hereby stipulated to be paid by the Company unto Her Majesty Her heirs and successors shall be considered as stipulated or ascertained damages whether any damage or loss has or has not been sustained and shall and may be retained by the Postmaster General out of any moneys payable or which may thereafter become payable to the Company or the payment may be enforced as a debt due to Her Majesty with full costs of suit at the discretion of the Postmaster General Provided however that the payment by the Company of any sums of money (by way of penalties) shall not in any manner prejudice the right of the Postmaster General to treat the failure (if any) on the part of the Company to provide a proper vessel or to perform any voyage at or within the time for the time being appointed for the performance thereof as a breach of this Agreement.

51. All notices or directions which the Postmaster General his officers agents or others are hereby authorised to give to the Company their officers servants or agents other than any notice of termination of this Contract may at the option of the Postmaster General his officers agents or others either be delivered to the master of any of the said vessels or other officer or agent of the Company in the charge or management of any vessel employed in the performance of this Agreement or left for the Company at their office or house of business in London or any other place and any notices or directions so given or left shall be binding on the Company Provided always that any notice of termination of this contract shall be served on the Company their officers servants or agents at their office or last known office in London.

52. The Company shall not assign underlet or dispose of this Agreement or any part thereof without the consent of of the Postmaster General signified in writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office and in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any great or habitual breach of this

Agreement or any covenant matter or thing herein contained on the part of the Company their officers agents or servants and whether there be or be not any penalty or sum of money payable by the Company for any breach it shall be lawful for the Postmaster General if he shall think fit (and notwithstanding there may or may not have been any former breach of this Contract) by writing under his hand or under the hand of the Secretary or one of the Assistant Secretaries of the Post Office to determine this Agreement without any previous notice to the Company or their agents nor shall the Company be entitled to any compensation in respect of such determination and such determination shall not deprive the Postmaster General of any right or remedy to which he would otherwise be entitled by reason of such breach or any prior breach of this Contract.

53. If at any time during the continuance of this Agreement or after the determination thereof any dispute shall arise between the parties hereto or their successors respectively concerning any breach or alleged breach by or on the part of the Company of this Agreement or the sufficency of any such breach to justify the Postmaster General in putting an end to the same or concerning the amount of consideration to be paid to or allowed by the Company as the case may be for such altered services as hereinbefore in that behalf mentioned or concerning any of the covenants matters or things herein contained or in anywise relating thereto and notwithstanding the power herein contained to determine this Agreement and any execution or attempted execution of such power such dispute shall be referred to two arbitrators one to be chosen from time to time by the Postmaster General and the other by the Company and if such arbitrators should at any time or times not agree in the matter or question referred to them then such question in difference shall be referred by them to an umpire to be chosen by such arbitrators before they proceed with the reference to them and the joint and concurrent award of the said arbitrators or the separate award of the said umpire when the said arbitrators cannot agree shall be binding and conclusive upon both parties.

54. Any submission to arbitration in pursuance of this Agreement may be made a rule of any of Her Majesty's

courts of record pursuant to the statute in that case made and provided on the application of either party.

55. In pursuance of the provisions contained in the Act of Parliament passed in the 22nd year of the reign of King George the Third intituled "An Act for restraining any "Person concerned in any Contract Commission or Agree-"ment made for the Public Service from being elected or "sitting and voting as a Member of the House of Commons" no Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

56. This Agreement shall not be binding until it has been approved by a resolution of the House of Commons.

57 And lastly for the due and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements hereinbefore contained which on the part and behalf of the said Company are or ought to be observed performed fulfilled and kept the said Company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the sum of 45,000*l.* of lawful money of the United Kingdom to be paid to our said Lady the Queen her heirs and successors by way of stipulated or ascertained damages hereby agreed upon between the Postmaster General and the Company in case of the failure on the part of the Company in the due execution of this contract or any part thereof.

In witness whereof the said Lord John Manners Her Majesty's Postmaster General hath hereunto set his hand and seal and the said Peninsular and Oriental Steam Navigation Company have caused their common seal to be hereunto affixed the day and year first above written.

FIRST SCHEDULE.

ROUTE No. 1.

Once a Week.—Through the Suez Canal.

From Southampton to Bombay, calling at Gibraltar, Malta, Suez, and Aden, and back from Bombay to Southampton, calling at Aden, Suez, Malta, and Gibraltar.

ROUTE No. 2.—*Once a Week.*

From Brindisi to Alexandria, and back from Alexandria to Brindisi.

ROUTE No. 3.—*Once in every Two Weeks.*

From Suez to Calcutta, calling at Aden, Point de Galle, and Madras, and back from Calcutta to Suez, calling at Madras, Point de Galle, and Aden.

ROUTE No. 4.—*Once in every Two Weeks.*

From Bombay to Shanghai, calling at Point de Galle, Penang, Singapore, and Hong Kong, and back from Shanghai to Bombay, calling at Hong Kong, Singapore, Penang, and Point de Galle.

ROUT : No. 5.—*Once in every Two Weeks.*

From Hong Kong to Yokohama, and back from Yokahama to Hong Kong.

SECOND SCHEDULE.

Once a Week.

From Plymouth to Bombay, calling at Gibraltar, Malta, Suez, and Aden, and back from Bombay to Plymouth, calling at Aden, Suez, Malta, and Gibraltar.

THIRD SCHEDULE.

Once a Week.

From Liverpool to Bombay, calling at Gibraltar, Malta, Suez, and Aden, and back from Bombay to Liverpool, calling at Aden, Suez, Malta, and Gibaltar.

JOHN MANNERS.

Signed sealed and delivered by the abovenamed John James Robert Manners, Her Majesty's Postmaster General, in the presence of

L S

F. A. R. Langton, Private Secretary to the Postmaster General, General Post Office, London.

The Common Seal of the abovenamed Peninsular and Oriental Steam Navigation Company was hereunto affixed in the presence of

The Seal of the Peninsular and Oriental Steam Nav. Company

P. D. HADOW,
WILLIAM H. HALL,
J. R. ENGLEDUE,
THOS. SUTHERLAND,
} Directors.

HENRY HILL, Assistant Secretary.

W. J. PAGE,
General Post Office, London.

COPY OF TREASURY MINUTE, *dated 1st August*, 1874.

My Lords have again before them the Contract, dated 8th July 1874, between the Postmaster General and the Peninsular and Oriental Steam Navigation Company for the conveyance of the East India, China, and Japan Mails. My Lords have also before them the Minute of the Board of 13th July 1874. These two papers have already been laid before the House of Commons. Their Lordships' attention is particularly directed to the 8th, 17th, 18th, 19th, and 20th Clauses of the Contract. Their Lordships have also before them an amended Contract between the same parties, and for the same object, dated 1st August 1874, in which words have been inserted in the clauses referred to, specifying more particularly the time to be allowed for passages between certain ports on the respective voyages, and providing that all the penalties payable under the amended Contract, shall be increased as provided therein, and shall be absolute except in cases of shipwreck and damage to machinery.

My Lords consider that the amendments proposed are advantageous to the Public Service, although they are aware that it was distinctly understood that the terms of the Contract of 8th July 1874, would be construed as binding the Company to the time-table now more specifically set forth. They are pleased, therefore, to approve of the amended Contract now submitted to them; and they desire that a copy of the amended Contract, together with copy of this Minute, may be laid on the Table of the House of Commons.

MEMORANDUM by the Postmaster General relating to the foregoing Contract.

The following are the only points in which the Contract with the Peninsular and Oriental Steam Navigation Company of the 1st August 1874 differs from the Contract executed on the 8th July 1874, and now on the Table of the House of Commons.

In Clause 8, the number of hours to be allowed for the carriage of the mails over several of the routes, omitted in the first Contract, are inserted in the second.

In Clause 11, the provisions with respect to stranding in the Suez Canal are made applicable to voyages *out* and *home*.

In Clause 19, the penalties imposed for failure to perform within the appointed time, the voyages from Bombay or

Point de Galle to Brindisi, are extended, by the second Contract, to the voyages from Calcutta or Shanghai, to Brindisi, and the amount of such penalty is, in each case, quadrupled.

Further, the penalty is made absolute.

Clause 20, in the second Contract, applies to the routes between Hong Kong and Yokohama, and between Bombay and Shanghai, the same quadruple penalty which is fixed by Clauses 17 and 18 to other routes, and makes the penalty absolute.

JOHN MANNERS.

General Post Office, 1st August 1874.

RETURN showing Particulars of existing Contracts for Post Office Packet Service, the Amount contributed by India or the Colonies towards the Gulf of [illegible], the estimated Amount of Sea Postage (British Share), the estimated Loss on the Service, the Rate of Postage per Single Letter, the estimated Number of Letters carried by the Packets in both Directions in 1873 and 1874, and the estimated Gross Postage on those Letters (in accordance with the Provisions of Parliamentary Paper, No. 236, of Session 1871). Ordered by the House of Commons to be printed, 24th March 1874.

Line of Packets	Contracts: When Made.	Contracts: When Commencing.	Contracts: Duration.	Subsidy: 1873.	Subsidy: 1874.	Positions for Arrivals.	Positions for Departures.	Conditions as to Loss and the Colonies towards the Cost of the Service.	Weekly Share of Sea Postage on Letters, Money Packets, &c. (Estimated). 1873.	1874.	Annual Loss on the Service (Estimated). 1873.	1874.	Rate of Postage per Single Letter, including Transit Rates. 1873.	1874.	Estimated Number of Letters carried by the Packets in both Directions. 1873.	1874.	Gross Share of Estimated Quantity of Sea Postage on Letters carried in both Directions. 1873.	1874.
AUSTRALIA—				£	£				£	£	£	£			Number.	Number.	£	£
Point de Galle and Sydney	27 Nov. 1865	15 Feb. 1867	[illegible]	(a) 130,000	(a) 130,000	[illegible]	[illegible]	Australia and New Zealand, 86,000l., in 1873 and in 1874.	2,500	2,500	75,000	75,000	6d.	6d.	3,000,000	3,000,000	75,000	75,000
French Service with Adelaide, Melbourne, Sydney, Tasmania, and New Zealand	Contract with Provincial Governments			[illegible]	[illegible]													
BRAZIL—																		
Regular Service	[illegible]	1 January 1856	[illegible]	(b) 80,000	(b) 72,000	[illegible]	[illegible]											
Additional Services—																		
Liverpool and Buenos Ayres	[illegible]	[illegible]	[illegible]	72,000	72,000	[illegible]	[illegible]		2,500	2,500	65,000	65,000	6d.	6d.	520,000	520,000	13,000	13,000
Liverpool and Valparaiso	[illegible]	[illegible]	[illegible]	72,000	72,000	[illegible]	[illegible]											
CAPE OF GOOD HOPE	26 Nov. 1860	1 July 1868	[illegible]	42,000	42,000	[illegible]	[illegible]		2,000	2,000	1,000	1,000	6d.	6d.	320,000	320,000	10,000	10,000
EAST INDIES, CHINA, AND JAPAN	4 August 1870	1 April 1865	[illegible]	(c) 400,000	(c) 400,000	[illegible]	[illegible]		10,000	10,000	240,000	240,000	6d.	6d.	3,840,000	3,840,000	120,000	120,000
NORTH AMERICA—																		
Canada	11 Dec. 1869	1 January 1870	[illegible]	70,000	70,000	[illegible]	[illegible]											
Halifax	4 March 1868	1 May 1868	[illegible]	30,000	30,000	[illegible]	[illegible]		2,000	2,000	46,000	46,000	6d.	6d.	1,840,000	1,840,000	46,000	46,000
North American Ports	31 March 1870	2 May 1870	[illegible]	70,000	70,000	[illegible]	[illegible]											
Mexican Steam Navigation—																		
Vera Cruz	Contract with Canadian Government			[illegible]	[illegible]													
Jamaica and St. John's, Newfoundland	Contract with Newfoundland Government			[illegible]	[illegible]													
Bermuda, Jamaica, and St. Thomas	3 Dec. 1869	1 January 1870	[illegible]	(d) 170,000	(d) 170,000	[illegible]	[illegible]		3,500	3,500	91,000	91,000	6d.	6d.	910,000	910,000	3,500	3,500
New York and Panama	Contract with Panama Government			[illegible]	[illegible]													
Africa and New Orleans	Contract with Liberian Government			[illegible]	[illegible]													
PACIFIC WEST INDIES	26 July 1848	1 April 1850	[illegible]	(e) 70,000	(e) 70,000	[illegible]	[illegible]		2,000	2,000	7,000	6,000	6d.	6d.	280,000	280,000	6,000	6,000
Regular Service	[illegible]	1 January 1850	[illegible]	(f) 172,814	(f) 172,814	[illegible]	[illegible]											
Additional Services—																		
Liverpool and Jamaica, Carthagena, Chagres, and Santa Martha	22 Sept. 1869	20 October 1869	[illegible]	71,736	71,736	[illegible]	[illegible]											
St. Kitts, Nevis, and Montserrat	24 Nov. 1869	1 January 1870	[illegible]	600	600	[illegible]	[illegible]											
St. Thomas and Porto Rico	31 August 1871	1 January 1872	[illegible]	3,000	3,000	[illegible]	[illegible]		2,500	2,500	115,000	115,000	6d.	6d.	1,840,000	1,840,000	46,000	46,000
Turk's Island and St. Thomas	Contract with Turk's Island Government			[illegible]	[illegible]													
Southampton to Vigo, Lisbon, Gibraltar, Malta, and Alexandria	22 June 1871	15 July 1871	[illegible]	(g) 70,000	(g) 70,000	[illegible]	[illegible]											
Malta and Alexandria	Contract with Egyptian Government			[illegible]	[illegible]													
WEST COAST OF AFRICA—																		
Regular Service	4 July 1868	20 July 1868	[illegible]	(h) 36,000	(h) 36,000	[illegible]	[illegible]		2,000	2,000	16,000	16,000	6d.	6d.	640,000	640,000	16,000	16,000

* These figures represent the maximum grant for the services in 1873 and 1874 respectively. The payments in each case being dependent upon the exercise of contingencies thereof.

(a) The annual payments for the Australian Service is £80,000, an allowance of £50,000 being made on account of the transmission of the colonial Service, and the non-employment of Naval Agents.
(b) Subject to a deduction of £20,000 on account of non-performance of Naval Agents.
(c) Subject to a deduction of £60,000 on account of non-performance of Naval Agents.
(d) Subject to a deduction of £20,000 on account of non-performance of Naval Agents.
(e) Subject to a deduction of £1,000 on account of non-performance of Naval Agents.
(f) The Imperial contribution ceased after 30th February 1872.
(g) A Service between Vigo and Lisbon was established for the Spanish mail in March 1872.
(h) The sum of £12,000 is contributed from the Colonial Revenues in consideration of the Admiralty Steam Despatches, and a further sum of £4,000 is contributed on account of the occupation before being transferred to a mail officer.

† International and Transit Letters only.

‡ An additional sum of £1,000 is paid to the Postmaster for handling the mails in Plymouth. Deficiencies accounting to £1,000 each in respect of the additional Naval Agencies at Lisbon, Malta, and Alexandria, which, since March 1872, have been paid from the Imperial Exchequer, have been made good since March 1874, in pursuance of a decision of the Postmaster-General.

Colonial Post Office, London,
26 March, 1874.

ROWLAND HILL,
Secretary and Accountant-General.

[illegible]

APPENDIX F.

——:o:——

RAILWAY COMMUNICATION BETWEEN BOMBAY AND NORTHERN INDIA THROUGH RAJPOOTANA.

Railways. { Rajpootana State Railway. / B. B. and C. I. Railway.

Survey of Line from Ajmere to Pahlunpore and Deesa.

RAILWAY DEPARTMENT.—No. 1471 OF 1873.

BOMBAY CASTLE, *24th November*, 1873.

From the Officiating Deputy Secretary to the Government of India, No. 1641 S. R., dated 6th November 1873.

Communicates, in continuation of No. 1201 S. R., of 18th August 1873, copy of the Resolution of the Government of India, passing orders in reference to the West Rajpootana (State) Railway Survey; also copy of Mr. Collett's report and a tracing of the route surveyed: with a request that His Excellency the Governor of Bombay will favour the Government of India with any remarks he may wish to make on the project.

From the Officiating Deputy Secretary to the Government of India, No. 1708 S. R., dated 13th November 1873.

Acknowledges receipt of Bombay Government's letter No. 1316, dated 23rd October 1873, submitting letter from the Agent of the Bombay, Baroda, and Central India Railway Company, with plans and estimate for a broad gauge line for the first 37 miles from Ahmedabad towards Pahlunpore, and states that the estimate and plans have been sent to Mr. Collett for his information, and refers to the Resolution No. 1641 S. R. *ante* for the orders on Mr. Collett's project.

RESOLUTION.—To be communicated to the Acting Consulting Engineer for Railways, and the Agent, Bombay, Baroda, and Central India Railway Company, for information and for any remarks they may wish to offer.

2. A copy of the papers should be sent to the Secretary

to the Chamber of Commerce, and a copy placed on the Editor's table.

H. F. HANCOCK, Lieut.-Col., R. E.,
Acting Under-Secretary to Government.

To

The Consulting Engineer for Railways.

The Agent, Bombay, Baroda, and Central India Railway Company.

The Secretary, Bombay Chamber of Commerce.

Nos. 1641—49 S.—R.

GOVERNMENT OF INDIA.

PUBLIC WORKS DEPARTMENT.

STATE RAILWAYS.

SIMLA, 6th *November*, 1873.

WEST RAJPOOTANA (STATE) RAILWAY SURVEYS.

Read again—

Proceedings, S. R., December 1872, Nos. 8—26.
" " February 1873 " 186—200.
" " September " " 103—118.

Letter from the Government of Bombay, No. 781, dated 30th June 1873, and enclosures.

Memorandum from the Foreign Department, No. 1781 P, dated 18th August 1873, and enclosure.

Letter to the Government of Bombay, No. 1201 S.—R., dated 18th August 1873.

Memorandum to the Foreign Department, No. 1280 S.—R., dated 3rd September 1873

Read also—

Letter from the Superintending Engineer, Western Rajpootana (State) Railway, No. $\frac{1276}{1001S}$, dated 8th September 1873, submitting reports, plans, and estimates of his surveys.

OBSERVATIONS.—In accordance with the instructions laid down in Public Works Department Resolution Nos. 1592—9 S. R., dated 1st November 1872, Mr. Collett, the Superintending Engineer placed in charge, has completed the preliminary surveys for a line of railway between Ajmere and Pahlunpore, with a branch from the last-named station to Deesa, in all 251 miles.

2. The main line after leaving Ajmere is projected to run in a south-westerly direction for about 30 miles through a tolerably easy country, fairly peopled, and then to take a westerly course in order to cross the Aravelli range of hills with a ruling gradient of 1 in 100, reaching the plains about the 45th mile. Continuing this

westerly direction through a flat, sandy plain, very sparsely populated, the line passes Raipoor and Sujat in a tolerably direct line to Palee, which is about 100 miles from Ajmere. Thence the line proceeds almost south-wards through a country tolerably fertile and moderated peopled, passing to the south east of Mount Aboo, until it reaches Pahlunpore, about 235 miles from Ajmere. Between the 165th and 175th mile the line passes, with a maximum gradient of 1 in 100, over a ridge connecting Mount Aboo with the main range, and from the 208th to the 235th mile there is a thick heavy jungle. From Pahlunpore the line takes a north-westerly direction to Deesa.

3. The general alignment appears to be good, the only exception being the detour to Palee. But this was made in accordance with the orders of Government laid down in the above-quoted resolution. It appears, however, that Palee, which is about 40 miles from the capital of Jodhpoor, though once a centre of considerable commerce, has fallen from its previous state of prosperity, and that its inhabitants have proportionately diminished. The detour would add at least 10 miles to the length of the railway, and about £60,000 to its cost. The earth-work on the more direct line would, in Mr. Collett's opinion, be more expensive than on the road to Palee; but on the other hand the cross drainage on the former would be far less formidable than on the latter, and the direct route would be the cheaper of the two From this report it seems to be undesirable to make so great a detour on account of so unimportant a town, and to tax the through traffic with an additional mileage without securing a local traffic that would counterbalance this disadvantage. Railway accommodation might, however, be given to Palee by means of a branch, if the surveys of the country intervening between that town and the main line should show that a cheap road can be constructed, and if it were hereafter considered, from political or commercial motives, expedient to make it.

4. The route proposed by Mr. Collett passes within five miles of Erinpoora, and although that station may not be of sufficient importance to justify extra expenditure in taking the railway nearer to it, the Governor General in Council would yet desire to have information on this point, and the necessary surveys should be made.

5. In the event of a decision being arrived at to construct the Western Rajpootana Railway, it will very probably be made from Ahmedabad direct to Pahlunpore. The branch from that town to Deesa need not, therefore, be considered at present, and may, perhaps, be postponed with advantage until the completion of the main line from Ahmedabad to Ajmere.

6. As directed in Public Works Department No. 840 S.—R. of the 24th June 1873, Messrs. Collett and Furnivall have investigated the question of the most suitable manner of connecting the cantonment of Nusseerabad with the Rajpootana Railway, and have come to the conclusion that it will not be feasible to take the west Rajpootana line southwards, so as to run through Nusseerabad, and that the best route for the Nusseerabad branch will be that

which runs direct from Ajmere. Looking to the directions that the main streams of traffic will doubtless take, and to the probable ultimate connection by rail of Nusseerabad with Neemuch, Indore, and Khundwa, the Governor General in Council concurs in their conclusions.

7. The works on the line between Ajmere and Pahlunpore are light, but a considerable cross drainage has necessarily to be traversed, which makes the bridging heavy, although no rivers of great magnitude have to be crossed. For the important bridges Mr. Collett has adopted arches of 50 feet span, but it will, perhaps, be found expedient, even at a greater cost, to adopt larger spans with iron girders, so as to diminish the work in foundations, and thereby lessen the demand on local labour. For these reasons, and because the foundations have not yet been tested by boring rod or trial pit, it is deemed advisable to add to the sum set down by Mr. Collett for bridges.

8. The line surveyed undulates considerably. Ajmere is 1,091 feet higher than Deesa, but the railway has to ascend 1,471 feet in order to cross the Aravelli mountains, and thence to descend 2,562 feet to Deesa. The ruling gradient is $\frac{1}{150}$, with the exception of the Aravelli Pass, and a small pass near the 168th mile, where grades of 1 in 100 have been adopted. At the latter place, however, it appears possible by making a diversion to revert to the ruling gradient of 1 in 150, but in the absence of cross section no decided opinion can be formed. At the second mile from Ajmere an expensive road diversion might apparently be avoided, but there are no cross sections to show whether this is the case or not. At present it is not certain that the importance of Beawur is so well established as to make it peremptory that the railway should pass through it, and a more detailed survey of the Burr and Peesangum valleys may lead to the discovery of a preferable route to that of the Burantia Pass through the Aravelli range. Between the 208th mile and Pahlunpore also, where there is dense jungle and rough ground, a more detailed examination of the country may result in the avoidance of some of the heavier work, and a consequent decrease in the cost of this portion.

9. Mr. Collett's estimate averages per mile as follows:—

	Rs.
Preliminary expenses	836
Land	36
Earth-work	4,470
Minor bridges	2,042
Large bridges	8 563
Level crossings	138
Fencing	136
Ballast	1,791
Permanent-way	25,087
Stations, &c.	1,726
Telegraph	862
Contingencies	2,031
Total per mile	42,662

The rates on which this estimate has been based appear generally to be ample, in fact they are higher than those prevailing on the neighbouring railways, but this is necessary on account of the greater scarcity of *local* labour. The preliminary expenses will have to be increased, so as to cover past as well as future expenditure, and to include the cost of surveys made previously by the Bombay, Baroda, and Central India Railway Company. For the reasons stated in paragraph 7, it is also considered desirable to increase the item of bridges. On the other hand, if the line be made progressively from Ahmedabad, the cost of the carriage of iron-work and other materials may be diminished, as Mr. Collett has, in framing his estimate, contemplated the transport of materials via Agra. Creosoted sleepers, if sent via Bombay and Ahmedabad, might be delivered for Rs. 2-8 per sleeper at Pahlunpore, instead of Rs. 3-4 at Agra as estimated. A deduction may, therefore, be made in the item of permanent-way, but this again must depend on the price of iron at the period of construction. Rolling-stock and establishment have not been included in the estimate, and must be added. It will also be necessary to include a contribution towards the central workshops of the whole State Railway system. Subject to the above-mentioned modifications the approximate estimate per mile will stand thus:—

	Rs.
Original estimate per mile	42,662
Addition to preliminary expenses	800
Expense of Bombay, Baroda, and Central India Railway Company's survey	600
Addition to bridges	1,000
Rolling-stock	7,000
Establishment	6,000
Contribution to workshops	1,000
Extra contingencies	800
Total ...	59,862
Less diminution of the item permanent-way	2,000
Total per mile ...	57,862

so that £5,800, or at the outside £6,000 per mile, may be considered as the probable cost of this railway.

10. Ajmere was Mr. Collett's starting point, and the mileage on his plans runs from Ajmere southwards, but as Bombay will be the effective port and base of operations, if the line is to be made, it will doubtless be advisable to commence operations from Ahmedabad. Former investigations by the Bombay, Baroda, and Central India Railway Company's Engineers show that a cheap railway can be made from the broad gauge system to Pahlunpore, and Mr. Collett should send out one party to commence at once the survey for a metre-gauge railway between Ahmedabad, or more correctly the Saburmuttee Bridge, and Pahlunpore. Another party should make a more detailed examination of the country between Pahlunpore and Ajmere. It having been shown that a tolerably easy and cheap

line can be made east of Aboo, it appears unnecessary to try any line making a detour to the westward of that mountain. Particular attention must, however, be given to the questions of alignments herein mooted, viz., the location between Pahlunpore and the 27th mile from that town, the crossing of the ridge between the 60th and 70th mile from Pahlunpore, the alternative through Erinpoora, the direct line in place of that passing through Palee, and the route through the Aravelli range. The contour of the drainage area of every valley crossed by the line of railway should be surveyed and marked on the index map, to enable the Government of India to consider detailed proposals regarding the waterway to be allowed. The curves, gradients, and waterway, must be patiently studied mile by mile.

11. After these further surveys have been completed, Mr. Collett should confer with the Superintending Engineer of the Agra District of the Rajpootana State Railway as to the site most suitable for a joint station for the two railways at Ajmere, and those officers should then submit a report on the subject to the Government of India.

12. A copy of Mr. Collett's report, with a trace of the route, should be forwarded for the information of the Government of Bombay, with a request that His Excellency the Governor in Council will favour the Government of India with any remarks he may wish to make on the project.

13. A copy of the report and tracing should also be sent to the Agent to the Governor General for Rajpootana, and his views should be asked on the subject generally, and especially as regards the direction to be taken near Palee, whether through that town or nearer the mountains, and the route by which the line should thread the Aravelli range in order to pass from Marwar to Ajmere. Colonel Pelly should also be asked with regard to the probable traffic that may be expected, whether the traffic of the district is greater towards the north or towards the south, irrespective of the through traffic between Bombay and Northern India.

14. The plans and estimates submitted have been well prepared, and the amount of survey work done during the past cold season speaks well for the energy of Mr. Collett and the Engineers under his orders.

ORDER.—Ordered, that this Resolution, with a copy of Mr. Collett's report, and a tracing of the route surveyed, be communicated, with reference to paragraph 12, to the Government of Bombay, in continuation of Public Works Department No. 1201 S.—R., dated 18th August 1873, and to the Agent to the Governor General, Rajpootana, with reference to paragraph 13.

That this Resolution be communicated to Mr. Collett, the Superintending Engineer, West Rajpootana (State) Railway Survey, for information and guidance.

To the Superintending Engineer, Agra District, Rajpootana

(State) Railway, for information and the action noted in paragraph 11.

To the Foreign Department for consideration, in continuation of Public Works Department No. 1280 S.—R. of the 3rd September 1873.

And to the Superintending Engineer, Delhi District, Rajpootana (State) Railway, the Superintending Engineer, Neemuch (State) Railway, the Military Department, and the Department of Agriculture, Revenue, and Commerce, for information.

H. DRUMMOND, Colonel, R.E.,
Offg. Deputy Secretary.

No. 294 of 1873.

Bombay Chamber of Commerce, *20th December*, 1873.

To Lieut.-Colonel H. F. Hancock, R.E., Acting Under-Secretary to Government, Railway Department, Bombay.

Sir,—I have the honour, by direction of the Committee of Management of the Chamber, to acknowledge the receipt of Government Resolution No. 1471 C. F. of 1873, dated 24th ultimo, together with copy of papers referred to therein on the subject of the Rajpootana State Railway and the survey of a line from Ajmere to Pahlunpore and Deesa.

Referring to paras. 5 and 10 of the Resolution of the Government of India in the Public Works Department, dated Simla, 6th ultimo, included amongst the papers above referred to, the Committee are glad to notice, for the first time in any official papers laid before the Chamber, within the last three or four years, on this subject, something like a definite recognition at last, of the expediency of commencing operations from Ahmedabad, with the line required to connect the Bombay, Baroda, and Central India Railway with Ajmere.

But even on this point the Committee cannot but express regret at the hesitating character of the language used in the paras. referred to, for from certain expressions used in both, it seems that it is still a question for consideration, whether, what is called, "The Western Rajpootana Railway" will be made!

The opinion of the mercantile community of Bombay, re-

garding the action of the Government of India and its policy in reference to railway communication between Western and Northern India, through Rajpootana, was, I am to state, so fully expressed in the report of their predecessors, submitted to, and approved by, the members of the Chamber at their Annual Meeting held on the 14th October last, that the present Committee think it preferable to submit herewith, for the consideration of Government, the passage in the report bearing on this question to entering in the meantime on any fresh discussion of the subject.

From information laid before the Chamber, it appears the Government of India do not wish for any fresh survey between Ahmedabad and Pahlunpore ; being satisfied with the surveys already made by the Surveying Staff of the Bombay, Baroda, and Central India Railway : it further appears that this Company is prepared to construct the portion of the proposed new line between Ahmedabad and Pahlunpore on the gauge of the Bombay, Baroda, and Central India Railway, at a cost of £5,500 per mile, which is somewhat under the estimate made for a line on the metre-gauge :—I am therefore respectfully to express the earnest hope of the Committee that His Excellency the Governor in Council may be pleased to press on the Government of India the expediency of giving prompt sanction to the construction by the Bombay, Baroda, and Central India Railway of this portion of a line of railway so urgently required to meet the wants of the trading and public interests of this part of India. And I am further to request that His Excellency in Council will do the Chamber the favour to forward a copy of this letter to the Government of India for information.—I have, &c.,

JAMES TAYLOR, Secretary.

Extract from Report of the Bombay Chamber of Commerce, 1872-73, submitted to, and approval by, the Members at their Annual General Meeting held on 14th October 1873.

RAILWAY COMMUNICATION THROUGH RAJPOOTANA WITH NORTHERN INDIA.

In the report of our predecessors, laid before the last Annual Meeting, it was remarked regarding the question of railway

communication to connect Bombay with Northern India through Guzerat and Rajpootana,—that "after the surveys, reports, and "discussions of the last eight years, a line ought to be sanctioned "without further delay." Your Committee, however, deeply regret to state that in this region of "survey and report" the question still remains. The matter was specially brought to the attention of Lord Northbrook in the address presented to him by your Committee on behalf of the members of the Chamber, and his Lordship, when replying to the address, told us that a survey of the proposed line between Ahmedabad and Ajmere had been lately ordered. A resolution of the Government of India, dated 1st November, ordering the survey referred to, was forwarded to the Chamber in December. This resolution was in some most important points unintelligible to your Committee, as it made references to official papers which were never laid before the Chamber, but it was impossible to avoid coming to the conclusion that the question was in a great measure being considered *ab initio*, as His Excellency the Governor General in Council stated that in order "to give effect to a policy which has been explained "to Her Majesty's Government [in a despatch which has not "been made public], he had desired that a fresh series of rail-"way surveys shall be made, under the charge of Mr. James "Collett, Superintending Engineer, assisted by a competent staff "to be hereafter formed." The resolution goes on to say that the survey will be generally between Ajmere on the north, and Pahlunpore and Deesa on the south, and the line should be carried through Palee.

The complaint of the people of Western India regarding the action of the Government of India in the matter of direct railway communication between Bombay and Northern India is that, though for nearly four years, operations have been going on in one form or other with the State lines from Agra and Delhi into various parts of Northern Rajpootana, not only has nothing been done on this side of India to connect the B. B. & C. I. line directly with the North, but from the resolution above referred to it appears nothing is yet settled as to what shall be done. Members will readily see that the policy that has hitherto been followed must have been a very expensive one to the State, when all the Railway plant and material for the lines to be made have had to be carried a much greater distance than would have been necessary, had operations commenced on this side in the first instance, or at all events simultaneously with the operations on the other side.

Your Committee, when expressing their views on the subject of the Yarkand Mission, felt it incumbent on them to draw the attention of the Government of India to the serious disadvantage under which this part of India labours in reference to its trade with Northern India and the Punjaub, and thence to the various markets of Central Asia, from the want of direct Railway communication through Rajpootana to Delhi; and on requesting to be informed as to the result of the survey ordered to be under-

taken by Mr. Collett last year—we were lately favoured with copy of a letter addressed to the Government of Bombay, in which it is stated "that Mr. Collet is expected to finish his plans and "preliminary estimates shortly,"—but after that, he will have to consult with the Consulting Engineer of the Government of Bombay, the Superintending Engineer of the Agra District of the Rajpootana Railway, and with the B. B & C. I. authorities "before the results of his survey are submitted for the considera-"tion of the Government of India." It is thus perfectly clear that as matters have hitherto proceeded, another year will pass away before anything is settled.

[True Copy.]

JAMES TAYLOR, Secretary.

Bombay Chamber of Commerce, 20th December, 1873.

CHAMBER OF COMMERCE, *21st July*, 1874.

To the SECRETARY of GOVERNMENT, Railway Department, Bombay.

SIR,—With reference to the letter of this Chamber No. 294, dated 20th December last, on the subject of the West Rajpootana State Railway, I am directed to state that the Committee observe with regret that no step appears yet to have been taken, so far as they are aware, towards sanctioning the construction of any portion of the line from Ahmedabad to Ajmere.

From the Resolution of the Government of India, dated Simla, 6th November 1873, forwarded to this Chamber with Government Resolution No. 1471, the preliminary surveys and estimates for a line of railway between Ajmere and Pahlunpore, with a branch from the last-named station to Deesa, had been completed, with results apparently satisfactory to the Government of India; and as the Chamber had stated, so far back as 7th February 1872, that this line would go far to meet the requirements of Bombay in reference to its trading relations with Rajpootana and Northern India, the Committee were hopeful that no time would be lost in commencing the important work.

But, although the Government of India, in its Resolution dated Simla, 1st November 1872, was of opinion that the country south of Pahlunpore, having been carefully exa-

mined by the B. B. & C. I. Railway Company's Engineers, would need no further survey, and although that Company was prepared to undertake the construction of the southern portion of the line, from Ahmedabad to Pahlunpore, on the standard 5′ and 6″ gauge, at a cost below the estimate for a line made on the metre-gauge, the Committee deeply regret that the Government of India should have again considered it necessary, and not until the surveys between Ajmere and Pahlunpore had been completed, to institute another survey for a metre-gauge railway between the Saburmuttee Bridge and Pahlunpore, by which so much more valuable time has been allowed to elapse without the probability of any advantage arising to the State in a reduction of cost. They would moreover respectfully remark that, as the Government of India had at last admitted the advisability of commencing operations from Ahmedabad, the work from the Saburmuttee Bridge to Pahlunpore might have been begun, whilst the more detailed examination of the line between Pahlunpore and Ajmere, required by the Government of India, could at the same time have been proceeding.

The survey ordered in para. 10, of the Resolution of 6th November 1873, abovementioned, would doubtless be completed in the last season; in which case the Committee trusts that nothing will now occur to delay the commencement of a work which the Chamber of Commerce has, in the interests not only of Bombay but of the country, been continually urging upon Government during the last eight years. But the Committee desire to express their earnest hope that H. E. in Council will again be pleased to move the Government of India to favour the Chamber with information as to the position in which the project now stands, and to press upon the Government of India the great importance of commencing operations without any further delay.—I have, &c.,

J. GORDON, Secretary.

No. 162 of 1874.

Bombay Chamber of Commerce, 30*th July*, 1874.

To Colonel Sir Lewis Pelly, K.C.S.I., Agent to the Governor General for Rajpootana, Mount Aboo.

Sir,—The Committee of the Chamber of Commerce have

directed me to address you on the subject of the proposed line of railway from Ajmere to Ahmedabad, and to enclose for your information a copy of their letter thereon to Government, dated 21st instant.

Ever since November 1866, when the question was referred by Government to this Chamber, a line from some point on the B. B. & C. I. Railway through Rajpootana to Delhi, connecting Rajpootana via Guzerat with this, the principal Port of Western India, has been consistently advocated by the Government of this Presidency, and continually urged by the Chamber, in the interests not only of the Presidency but of the country; but no step, so far as the Committee are aware, has yet been taken towards commencing the important work with the exception of the lines in the extreme northern part of Rajpootana, from Ajmere to Agra and Delhi, and these being constructed without any similar extension from this side of India will injuriously affect the commercial interests of Bombay.

The Resolution of the Government of India, P. W. D. Railways, dated Simla, 1st November 1872, communicated to this Chamber on the 6th December following, was the first official document which threw any light upon the position of Railway projects in Central India and Rajpootana. The permission of Her Majesty's Government had, as therein stated, been solicited to the construction of an extension from Indore to Neemuch. As regards this line the Committee are glad to learn that from Indore as far as Rutlam, including the branch from Futteeabad to Oojein, in all 83 miles, are under construction, and they will feel much obliged to you if you will inform them when this portion of the line is likely to be completed, and, when the extension from Rutlam to Neemuch, which the Committee understand is sanctioned by the Secretary of State, is likely to be begun. At the same time His Excellency the Governor General in Council, in order to give effect to a policy explained to H. M.'s Government in a despatch, Railways, No. 187 of 1872 (which does not appear to have been made public) issued instructions for a fresh series of railway surveys to be made under the charge of Mr. James Collett, the survey to be generally between Ajmere on the north, and Pahlunpore and Deesa on the south, the line being carried through Palee; and it was added

that the country south of Pahlunpore and Deesa having been carefully examined by the B. B. & C. I. Railway Company's Engineers would need no further survey then. A line such as this from Ahmedabad to Ajmere, via Palee, would, as the Chamber informed Government in February 1872, go far to meet the commercial requirements of Bombay in reference to its trading relations with Rajpootana and Northern India.

The Chamber was next favoured with a copy of the Resolution of the Government of India No. 1641-49 S. R., dated Simla, 6th November 1873, from which it appeared that Mr. Collett's surveys and estimates had been completed, with results apparently satisfactory to the Government of India; and the Committee were glad to notice for the first time something like a definite recognition of the expediency of commencing operations from Ahmedabad. From the tenour of this Resolution, the Committee were hopeful that the construction of the line would be begun on an early date, but, although the B. B. & C. I. Railway Company were prepared to construct the portion of the proposed new line between Ahmedabad and Pahlunpore on the standard gauge of 5' 6," at a lower cost than the estimate for a line made on the metre-gauge, and, although the Government of India had in the previous year expressed itself as satisfied with the surveys of the B. B. & C. I. Railway Company's Engineers, the Committee observed with regret that the Government of India should, after all, have thought it necessary to order Mr. Collett to commence a survey for a metre-gauge railway between the Saburmuttee Bridge and Pahlunpore, which would again cause considerable delay. In this position, the question, so far as the Chamber's information goes, now remains, though it may be remarked that the survey between the Saburmuttee Bridge and Pahlunpore, which the Committee sincerely trust will be the last survey considered necessary to be made before commencing the construction of the line would probably be completed in the last season.

The Committee, in thus addressing you, direct me to say that they will be much obliged to you if you will favour them with any information, which you may possess, as to the position in which the project now stands, and the pro-

spects of the work being begun at no distant date; and to entreat you, if it is in your power to do so, to press upon the Government of India the importance of commencing the construction of the line from the Saburmuttee Bridge without any further delay.—I have the honour to be, &c.,

J. GORDON, Secretary.

No. 2465—S.

RAJPOOTANA AGENCY, PUBLIC WORKS SECRETARIAT,
MOUNT ABOO, 28*th August*, 1874.

From the SECRETARY to the AGENT GOVERNOR GENERAL and CHIEF COMMISSIONER in the Public Works Department, Rajpootana, to the SECRETARY, CHAMBER of COMMERCE, Bombay.

SIR—In reply to your letter of the 30th ultimo, addressed to the Agent Governor General, Rajpootana, on the subject of direct railway communication between Delhi and Ahmedabad, I am directed by Sir Lewis Pelly to inform you that he most earnestly shares the wishes of the Chamber of Commerce in regard to the speedy construction of this line, and that he has again recently addressed the Government of India on the subject of the line from Ajmere to Ahmedabad, and sent a copy of his letter to the Government of Bombay.

2. With reference to your enquiries concerning the progress of the different lines under construction or projected in Rajpootana, I am to offer the following remarks for the information of the Chamber of Commerce.

3. The line from Agra to Jeypore, with its branch line from Delhi, should be open for traffic in a few months, it is believed. From Jeypore to Ajmere the work is well in hand; and as the difficulties of this part of the line are trifling, there should be no great delay in its completion.

4. The extension line from Ajmere to Nusseerabad will shortly be commenced.

5. The survey of the proposed line between Ajmere and Ahmedabad has been completed by Mr. Collett, and the

location of the line determined with the exception of some 29 miles which have to be again examined next working season. The plans and estimates will be submitted for the orders of the Government of India, it is hoped, before the end of the current year. When the work will actually be commenced is not at present known.

6. On the line between Indore and Rutlám good progress has this year been made with the earth-work, and collection of materials for bridges, culverts, and station buildings it is not known when this line will be completed, nor is it known when the section between Rutlam and Neemuch will be commenced, as that entirely depends on the completion of the Indore and Rutlam section, the staff employed on which are to be transferred to construct the Neemuch extension.

7. Concerning the line from Neemuch to Nusseerabad nothing is at present known by this Administration.—I have, &c.,

W. W. CROMINGTON,

Secretary to the Agent Governor General and Chief Commissioner in the P. W. D., Rajpootana.

Railways. { Rajpootana State Railway. B. B. and C. I. Railway.

Construction of line from Ahmedabad to Ajmere.

No. 1209 of 1874.

EXTRACT from the Proceedings of Government in the Railway Department, dated 3rd September, 1874.

Read the following :—

No. 1975 R.

GOVERNMENT OF INDIA.
PUBLIC WORKS DEPARTMENT.
GUARANTEED RAILWAYS.

To the Secretary to the Government of Bombay, Public Works Department (Railway).

FORT WILLIAM, *9th August*, 1874.

SIR,—I am directed to acknowledge the receipt of your letters

Nos. 1054 and 1060, dated respectively the 31st July and 3rd August 1874, on the subject of the extension of the railway line from Ahmedabad to Ajmere, and in reply to state that the Government of India are in expectation of receiving at an early date the results of the surveys, together with an estimate of the cost of the Western Rajpootana Railway, and that when these are received, no time will be lost in giving the subject full consideration.—I have, &c.,

C. H. LUARD, Major, R.E.,
Officiating Under-Secretary.

RESOLUTION.—Copies to be sent to the Consulting Engineer for Railways, to the Agent, Bombay, Baroda, and Central India Railway, to the Secretary of the Chamber of Commerce, and to be placed on the Editors' table.

J. H. WHITE, Major, R.E.,
Acting Under-Secretary to Government.

To

The Consulting Engineer for Railways.

The Agent, Bombay, Baroda, and Central India Railway Company.

The Secretary, Chamber of Commerce.

No. 251 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *12th October*, 1874.

To the SECRETARY to GOVERNMENT, Railway Department, Bombay.

SIR,—I have the honour, by direction of the Committee of Management, to enclose the Memorial of the Chamber of Commerce to His Excellency the Viceroy in Council, praying that His Excellency will be pleased to order the immediate construction of the Railway from the Saburmuttee to Ajmere on the standard 5' 6" gauge, or on such gauge as to His Excellency in Council, after a full consideration of the circumstances, may seem most expedient, and to request that His Excellency the Governor in Council will be so good as to forward the same, at an early date, to the Government of

India, and with any expressions of approval as to His Excellency may seem proper.—I have the honour to be, &c.,

J. GORDON, Secretary.

To His Excellency the Right Hon. LORD NORTHBROOK, Viceroy and Governor-General of India in Council.

The Humble Memorial of the Bombay Chamber of Commerce

RESPECTFULLY SHEWETH,—That your Memorialists desire to urge upon your Excellency's attention the extreme importance, to the mercantile interests of this Presidency, of the early completion of the Western Rajpootana Railway, between the Saburmuttee and Agra or Delhi, connecting the North-West Provinces, via Guzerat and Rajpootana, with this port.

2. That the Bombay, Baroda, and Central India Railway system, which was originally formed to provide railway communication from Bombay, through Central India, to Delhi or Agra, has its present terminus at the Saburmuttee, a distance from this port of 312 miles, and is constructed on the standard 5' 6" gauge.

3. That a State Railway, made on the metre-gauge, between Agra and Ajmere, with a branch line from Delhi to Jeypore, is now under construction, and will, your Memorialists learn, be open for traffic in a few months. There will then be a break of about 329 miles, from the Saburmuttee to Ajmere, in the through communication, and this break, while forcing, into circuitous channels, the trade of a great and populous tract of the North-West Provinces from the shortest line to its natural outlet on the western coast, leaves the fertile Provinces of Rajpootana quite unopened.

4. That the surveys for the line of Railway between Ajmere and Pahlunpore, with a branch from the last-named station to Deesa, in all 251 miles, ordered by your Excellency in Council to be begun in November 1872, were completed in the following year, with results of the most favourable character. The country generally was found to be level and easy; no rivers of great magnitude had to be crossed; and £6,000 per mile was considered an outside estimate for the cost of this Railway, including rolling-stock and other charges.

5. That the country south of Pahlunpore and Deesa, between those places and the Saburmuttee, in all 86½ miles, had already, as your Excellency observed, been carefully examined by the Bombay, Baroda, and Central India Railway Company's Engineers; but your Excellency in Council subsequently ordered another survey of it to be made for a metre-gauge Railway, although the same Company were prepared to construct that portion of the proposed new

line on the standard gauge of 5′ 6″ at a less cost than the estimate for a line on the metre-gauge.

6. That it is very greatly to be regretted that the line from the Saburmuttee to Delhi was not projected throughout on the standard 5′ 6″ gauge, for the very slight economy, if indeed there would have been any, effected in making the Railway from Agra and Delhi to Ajmere on the metre-gauge, is in no way commensurate with the millitary and mercantile advantages which would have accrued to the country from a uniform gauge having its base at Bombay and penetrating the North of India, by the shortest line. The effect which this break of gauge, and the continuation of the line on the metre-gauge from Ajmere to the Saburmuttee, will have on military communications with the North-West of India, and with Scinde, will doubtless receive from your Excellency in Council the consideration which its grave importance demands. But your Memorialists, desiring to confine themselves to the mercantile aspects of the question with which they are more immediately concerned, beg respectfully to point out that the through goods traffic between those Provinces and Western India will, in consequence of the break of gauge, be subjected to a double transhipment, and that the goods traffic between this Presidency and those places in Rajpootana lying beyond the break of gauge, will be subjected to one transhipment, each transhipment being attended with expense, delay, and great risks of injury and loss of goods, to say nothing of the risks of slow, irregular, and incomplete delivery, resulting from consignments being broken up and placed in a larger number of smaller vehicles.

7. That from the easy nature of the country through which the proposed line will pass, and the slight and inexpensive character of the works generally, no appreciable economy will likely be effected in continuing the Railway, from Ajmere to the Saburmuttee, on the metre-gauge. Your Memorialists, therefore, and for the reasons above mentioned, would respectfully urge upon your Excellency's attention the great importance of this portion of the line being made on the standard gauge, by which the inconveniences of a break of gauge will as far as possible be averted, and the interruption limited to the line from Agra and Delhi to Ajmere, the construction of which is now so far advanced.

8. That the construction of the Railway, however, from the Saburmuttee to Ajmere, whether on the standard or on the metre-gauge, as to your Excellency in Council, after fully considering the reasons above mentioned, may seem best for the country, will complete the communication between Bombay and Agra or Delhi, which is now so much needed; and this line will be the shortest route for the traffic of those rich and populous regions, extending from Agra northward to the Sutluj, to its natural outlet on the western coast, and the route by which the productions of England, and of this Presidency, will be supplied to those regions more regularly and cheaply than by more circuitout routes.

9. That in addition to this important through traffic, which will

naturally take the shortest route, your Memorialists would very earnestly urge upon your Excellency's attention the fact that the districts of Rajpootana are yet unopened, and that their produce has no safe or profitable means of export. The trade and resources of these fertile districts remain undeveloped, as if no Railways existed in the provinces adjacent to the vast area which Rajpootana covers: proper roads are almost unknown: the transit duties in the Native States are reported to be so heavy that the trade cannot bear them; and the country is infested with robbers. To extend the Railway system from the Saburmuttee into a country so circumstanced would be attended with incalculable good, not only on the moral and material welfare of its inhabitants and its permanent improvement, but in the advancement of wealth and civilization, and in the prevention or alleviation of suffering from famine and other calamities. The famine of 1869 resulted in great loss of life from starvation: the loss of cattle was so great that the Governor General's Agent estimated that one-half of the usual area could not be sown: a large portion of the population emigrated; and many thousands of them were supported in the poor houses in the Ajmere and Mhairwarra districts, and at Neemuch and Anadra. Your Lordship will readily perceive how much of the distress and privation then undergone would, with Railway communication, have been prevented; as it was, whilst Rajpootana was stricken with a terrible famine, wheat, jowar, and otherfood-grain abounded in Guzerat, but were almost wholly unavailable, there being no means of transporting them speedily to the suffering districts.

10. That the Railway from the Saburmuttee to Ajmere, connecting Bombay with Agra or Delhi, via Guzerat and Rajpootana, would, your Memorialists believe, from its comparative cheapness, and from the extensive through and local traffic which it would command, be commercially one of the most successful and remunerative in India, and that it would greatly improve the position of the Bombay, Baroda, and Central India Railway, whose costly works and present isolated position, render its working unprofitable, and a burden on the finances of the State.

For these reasons, your Memorialists most humbly beg that your Excellency in Council will be pleased to order the immediate construction of the Railway from the Saburmuttee to Ajmere on the standard 5′ 6″ gauge, or on such gauge as to your Excellency in Council, after a full consideration of the circumstances, may seem most expedient.

And your Memorialists will, as in duty bound, ever pray.

In the name, and on behalf, of the Members of the Bombay Chamber of Commerce,

E. LORD, Chairman.

J. GORDON, Secretary.

Bombay, 6th October, 1874.

Railway Department.—No. 1458 of 1874.

Railways. { B. B. and C. I. Railway. / Rajpootana State Railway.

Memorial of Chamber of Commerce for the construction of the Rajpootana line on broad gauge.

BOMBAY CASTLE, 22*nd October*, 1874.

From the Secretary to the Bombay Chamber of Commerce, dated 12th October 1874.

Encloses, by direction of the Committee of Management, a Memorial of the Chamber of Commerce, to His Excellency the Viceroy in Council, praying for the immediate construction of the Railway from the Saburmuttee to Ajmere on the standard 5' 6" gauge, or on such gauge as may seem most expedient after a full consideration of the circumstances.

RESOLUTION.—To be submitted to the Government of India in continuation of previous correspondence on the subject.

2. The views of this Government have already been expressed to the Government of India, and they have been informed that His Excellency the Governor in Council considers it of great importance, in the interests of this Presidency, that the line from Ahmedabad to Ajmere should be constructed with as little delay as possible, and that the standard gauge should be adhered to, if not for the whole distance, at least as far as the point of junction of any line connecting it with the Indus Valley Railway.

J. H. WHITE, Major, R.E.,
Acting Under-Secretary to Government.

To

The Secretary to the Government of India. (By letter.)
The Secretary to the Bombay Chamber of Commerce.

Railway Department.—No. 1565 of 1874.

Railways. { B. B. and C. I. Railway. / Rajpootana State Railway.

Memorial of Chamber of Commerce for the construction of Rajpootana line on broad gauge.

BOMBAY CASTLE, 13*th November*, 1874.

From the Secretary to the Government of India, No. 2775 R., dated 3rd November 1874.

Acknowledges the receipt of this Government letter No. 1459,

dated 22nd October 1874, forwarding, with remarks, copy of a Memorial from the Bombay Chamber of Commerce to the address of His Excellency the Governor General in Council, praying for the immediate construction of the Railway from the Saburmuttee to Ajmere on the standard 5' 6" gauge, or on such gauge as may seem most expedient, after a full consideration of the circumstances; and states that the Memorial will receive full consideration on receipt of the plans and estimates for the Western Rajpootana State Railway which are now daily expected.

RESOLUTION.—To be communicated to the Secretary, Chamber of Commerce, for information.

J. H. WHITE, Major, R.E.,
Acting Under-Secretary to Government.

To

The Consulting Engineer for Railways.
The Secretary, Chamber of Commerce.

APPENDIX G.

—:o:—

THE PROPOSED INDIAN PORTS BILL, 1874.

No. 2230 of 1874.

Revenue Department.

Bombay Castle, *2nd May*, 1874.

To the Secretary to the Chamber of Commerce, Bombay.

Sir,—I am directed to forward herewith copy of a Bill to consolidate and amend the law relating to Ports and Port-dues, with Statement of Objects and Reasons, and to request that you will favour Government with the opinion of the Chamber of Commerce on the provisions of the Bill.—I have, &c.,

J. MONTEATH,
For Chief Secretary to Government.

Chamber of Commerce, Bombay, 15*th August*, 1874.

To the Committee of Management of the Chamber of Commerce.

Gentlemen,—The Special Committee of Members, appointed to consider the proposed "Indian Ports Act, 1874," submit the following report.

Having carefully gone through the Act, they propose the alterations in the several sections adverted to below :—

Chapter I., Section 2, *Para. (a).*—The Committee recommend that the words "*or in the service of*" be omitted, as they consider that all vessels chartered by Government are fairly liable to pay Port-dues. The exemption clause (*a*) would then stand thus :—But nothing herein contained shall

(a) "apply to any vessel belonging to Her Majesty, or to any "vessel of war," &c.

Chapter III., Section 15.—The Committee recommend that after the words "Conservator may," the following words be added:—"after giving the parties concerned, or "their representatives, reasonable notice of his intention to do "so." The section would then stand thus:—"If any vessel "be wrecked, stranded, or sunk in any such port, river, or "channel, so as to impede or be likely to impede the navi- "tion thereof, the Conservator may, after giving the parties "concerned or their representatives reasonable notice of his "intention to do so, cause the same to be raised, removed, "or destroyed," &c.

Chapter III., Section 17, *Para.* 2.—The Committee recommend that in the second line of this para., and after the word "requisition," the following words be added:—"with- "out reasonable cause." The 2nd para. of this section would then stand thus:—"Any Master refusing or neglecting to "comply with such requisition, without reasonable cause, "shall be punished with a fine which may extend to five "hundred rupees," &c. In the experience of the members of the Committee, they have never heard of assistance having, in the case contemplated, been refused; and they consider it inexpedient to endeavour to enforce by penalty what has hitherto been a voluntary duty most cheerfully rendered.

Chapter IV., Section 25.—The Committee recommend that, after the first four words of this section, the words "*candle-light, or other artificial light,*" be omitted, and that in lieu thereof the following words be inserted:—"artificial "light, other than a covered or protected light." The section would then stand thus:—"If any person, by "artificial light, other than a covered or protected light, "draw off spirits on board any vessel within any port," &c. The Committee consider that in drawing off spirits for ship's use, a covered or protected light will be a sufficient protection from fire.

Chapter VI., Section 49, *Para.* 3.—The Committee recommend that, after the words "Port Canning," the word "Bombay" be inserted. The 3rd para. of section 49 would then stand thus:—"Nothing in this section applies to tug

" steamers and river steamers belonging to the port of Cal-
" cutta, Port Canning, Bombay, or the port of Kurrachee."

Chapter VI., Section 57.—The Committee recommend that the words " three-fourths " should be removed, and the word " half " substituted. The section would then stand thus :—" Vessels entering any port in ballast shall be charg-
" ed with half of the port-due which would otherwise be
" chargeable." The Committee are of opinion that although three-fourths of the port-due is now charged to vessels entering the port in ballast, the imposition is much too heavy.

Chapter VI., Sections 60 *and* 61.—The Committee are unanimously of opinion that these sections should be struck out of the proposed Bill, and for the following reasons :—

1. That Hospital Port-dues are an unusual charge on shipping in any part of the world, and that it is advantageous to the port to make the port-dues and imposts as few and light as possible.

2. That even in a port provided with good hospital accommodation, the levying of Hospital Port-dues would be wrong in principle, but that in Bombay the lines used for a European Hospital are unfit for the purpose, and do not afford even decent accommodation for seamen ; and that no charge for Hospital Port-dues can, under such circumstances, be warranted.

3. That the proposed imposition could not be made applicable to ships with native crews frequenting this port, because the greater part of such crews never avail themselves of hospitals or hospital treatment, and such of the native crews as do are received into, and treated, free of charge, by the Jamsetjee Jejeebhoy Hospital.

4. That the proposed imposition would fall with undue severity and unfairness on shipping interests, for nearly every vessel frequenting this port employs a Doctor to attend to the officers and crew while the ship is lying in the port, and the hospital is only resorted to in cases of serious or contagious illness, when a charge of Re. 1 per diem for each seaman is made upon the ship : And as vessels cannot dispense with the services of a Doctor, the levying of Hospital Port-dues would be equivalent to a double charge upon such vessels for medical treatment whether the same were required or not. The total tonnage of square-rigged ships

and steamers entered inwards for the official year 1872-73, including Government vessels, was 6,63,729 tons, of which 150,000 tons belonged to the P. & O. Company, and 90,000 to the British Indian Steam Navigation Company, and the former Company provides hospital accommodation and medical attendance both on shore and afloat for their officers and men.

Chapter VI., Section 62, Para (a):—From the Committee's remarks on the preceding sections 60 and 61, it follows that they consider that this para. should be struck out of the proposed Bill.

Chapter VI., Section 63.—For the reasons given under sections 60 and 61, the Committee consider that the words "*or Hospital Port-dues*" which occur twice in this section, should in both places be struck out. Section 63 would then stand thus:—"The owner of any vessel may pay to the "Conservator of any Port three times the amount of the "port-dues which would be payable in respect of such "vessel; and such vessel shall thereupon be discharged from "all further port-dues in such port for twelve months from "the date of such payment."

Chapter VI., Section 64.—As regards the second part of this section, or the part which is applicable to the Port of Bombay, the Committee consider that there should be no difference in the fees charged for transporting vessels in the fair season and in the monsoon, and that therefore the words

"Transporting.	Fair Season.	Monsoon.
"Vessels not exceeding 300 tons.....	Rs. 40	Rs. 65

"and 10 Rupees additional for every additional 100 tons," should be omitted. They also think that the charges laid down in this section for transporting vessels to the Middle Ground should be struck out, and that the charges now in force, laid down by the Government of Bombay, in their notification dated 17th June 1874, should be inserted instead and as maximum rates: these charges are—

Vessels not exceeding 500 tons	Rs. 20
„ from 501 to 1,500 tons.....	„ 30
„ „ 1,501 tons and upwards.....	„ 40

The part of the clause applicable to this port would then stand thus:—"Within the said Port of Bombay fees may

" be charged for the following services at such rates not " exceeding those hereinafter specified, as the local Go- " vernment may, from time to time, direct :—

" *Transporting to the Middle Ground.*

" Vessels not exceeding 500 tons	Rs. 20
" from 501 to 1,500 tons	" 30
" " 1,501 tons and upwards	" 40

" Vessels proceeding to sea and anchoring," &c.

The First Schedule, Part IV., name of Port, viz., Bombay.—The Committee consider that in the third column the following words after the two first words " not exceeding," viz., "*four annas per ton and not less than*" should be struck out. The para. in the third column would then stand thus :—" Not exceeding two annas per ton for " each class of vessels, as the Trustees incorporated under " the Bombay Port Trust Act, 1873, may direct." It would, in the opinion of the Committee, be extremely desirable that the maximum rate of port-dues to be levied on vessels coming to Bombay should once more be reduced to 2 annas per registered ton, that amount having heretofore been found quite sufficient to meet the expenses of the Port.

The Committee also recommend that the words " the " same month " in the 4th column, applicable to the Port of Bombay, be struck out, and that the words " sixty days " be substituted. The fourth column, applicable to the Port of Bombay, would then stand thus :—" Once in sixty days," which the Committee consider desirable so as to place Bombay on an equality with Calcutta.

The Committee are also of opinion that in the First Schedule, part IV., as applicable to the Port of Bombay, the following words should be inserted in the second column, viz., " *Tug steamers and river steamers,*" and that in the third column, and opposite to this insertion, should be inserted the word " Ditto," and that in the fourth column, and opposite to these insertions, should be inserted the words " Once between the 1st January and 30th June, " and once between the 1st July and 31st December in " each year."

The Committee in conclusion have only to suggest that in the several paragraphs in Part IV. of the First Schedule words " *or Vessel* " should be inserted after the words

"*no coasting steamers,*" the same apparently being an accidental omission.

H. MAXWELL, Chairman of Committee.
J. GORDON, Secretary.

CLAUSES AS PROPOSED TO BE AMENDED.

In the Indian Ports Bill, 1874.	*As amended by the Committee.*
2. It shall extend—	2. It shall extend—
(*a*) to the ports mentioned in the first schedule hereto annexed, and to such parts of the navigable rivers and channels leading to such ports respectively, as have been declared to be subject to Act No. XXII. of 1855 (for the Regulation of Ports and Port-dues);	(*a*) to the ports mentioned in the first schedule hereto annexed, and to such parts of the navigable rivers and channels leading to such ports respectively, as have been declared to be subject to Act No. XXII. of 1855 (for the Regulation of Ports and Port-dues);
(*b*) to the other ports or parts of rivers or channels to which the Local Government, in exercise of the power hereinafter conferred, applies the provisions of this Act.	(*b*) to the other ports or parts of rivers or channels to which the Local Government, in exercise of the power hereinafter conferred, applies the provisions of this Act.
But nothing herein contained shall—	But nothing herein contained shall—
(*a*) apply to any vessel belonging to, or in the service of Her Majesty, or to any vessel of war belonging to any Foreign Prince or State.	(*a*) apply to any vessel belonging to Her Majesty, or to any vessel of war belonging to any Foreign Prince or State.
15. If any vessel be wrecked, stranded or sunk, in any such port, river or channel, so as to impede or be likely to impede the navigation thereof, the Conservator may cause the same to be raised, removed, or destroyed; and, unless the expense of such work be re-paid within one month after the completion thereof, may recover the same on behalf of the Local Government in the manner provided by section forty-four.	15 If any vessel be wrecked, stranded or sunk, in any such port, river or channel, so as to impede or be likely to impede the navigation thereof, the Conservator may, *after giving the parties concerned, or their representatives, reasonable notice of his intention to do so,* cause the same to be raised, removed, or destroyed; and, unless the expense of such work be re-paid within one month after the completion thereof, may recover the same on behalf of the Local Government in the manner provided by section forty-four.
17. For the purpose of preventing or extinguishing fire in any port to which this Act ex-	17. For the purpose of preventing or extinguishing fire in any port to which this Act ex-

tends, the Conservator may require the Master of any ship of more than five hundred tons burden to place at his disposal such number as he requires not exceeding three-fourths of the crew then under the orders of such Master.

Any Master refusing or neglecting to comply with such requisition shall be punished with a fine which may extend to five hundred rupees, and any seamen then under his orders who after being directed by the Master to obey the Conservator's orders for the purpose aforesaid refuse to obey such orders shall be punished with fine which may extend to twenty-five rupees.

25. If any person, by candle-light, or other artificial light, draws off spirits on board any vessel within any port, such person, and also the Master of every such vessel, shall for every such offence be punished with fine which may extend to two hundred rupees.

49. Within twenty-four hours after the arrival within the limits of any such port of any vessel liable to the payment of port-dues under this or any subsequent Act, the Master of such vessel shall report such arrival to the Conservator of such port.

Any Master without lawful excuse failing to make such report within the time aforesaid shall for every such offence be punished with fine which may extend to one hundred rupees.

Nothing in this section applies to tug steamers and river steamers belonging to the port of Calcutta, Port Canning, or the port of Kurrachee.

57. Vessels entering any port in ballast shall be charged

tends, the Conservator may require the Master of any ship of more than five hundred tons burden to place at his disposal such number as he requires not exceeding three fourths of the crew then under the orders of such Master.

Any Master refusing or neglecting to comply with such requisition, *without reasonable cause*, shall be punished with a fine which may extend to five hundred rupees, and any seamen then under his orders who after being directed by the Master to obey the Conservator's orders for the purpose aforesaid refuse to obey such orders shall be punished with fine which may extend to twenty five rupees.

25. If any person, by *artificial light, other than a covered or protected light*, draws off spirits on board any vessel within any port, such person, and also the Master of every such vessel, shall for every such offence be punished with fine which may extend to two hundred rupees.

49. Within twenty-four hours after the arrival within the limits of any such port of any vessel liable to the payment of port-dues under this or any subequent Act, the Master of such vessel shall report such arrival to the Conservator of such port.

Any Master without lawful excuse failing to make such report within the time aforesaid shall for every such offence be punished with fine which may extend to one hundred rupees.

Nothing in this section applies to tug steamers and river steamers belonging to the port of Calcutta, Port Canning, *Bombay*, or the port of Khurrachee.

57. Vessels entering any port in ballast shall be charged

with three-fourths of the port-due which would otherwise be chargeable.

60. The Local Government may from time to time order that there shall be paid in respect of every ship lying in any port, within a reasonable distance of which there may be a public hospital or dispensary suitable for the reception or relief of seamen requiring medical aid, such further port-dues not exceeding one anna per ton as the Local Government thinks fit.

Such port-dues shall be called Hospital Port-dues.

No order imposing or increasing Hospital Port-dues shall take effect until the expiration of six months from the day upon which such order has been published in the local official Gazette.

61. Such Hospital Port-dues shall be applied, as the Local Government may direct, to the support of any such hospital or dispensary as aforesaid or otherwise for giving medical aid to the seamen ashore or afloat in such port.

62. The officer in charge of any Custom house may refuse Port-clearance to any vessel

(*a*) until all Hospital Port-dues incurred in respect of such vessel have been duly paid;

(*b*) until all expenses, which by the Merchant Shipping Act, 1854, Section 228, are to be borne by the owner thereof, incurred since the arrival of such vessel in the port from which she seeks clearance, have been duly paid.

63. The owner of any vessel may pay to the Conservator of any Port three times the amount of the Port-dues or Hospital Port-dues which would be payable in respect of such vessel; and such vessel shall thereupon

with *half* of the port-due which would otherwise be chargeable.

60. *This section should be struck out.*

61 *This section should be struck out.*

62. *Para. of this section should be struck out.*

63. The owner of any vessel may pay to the Conservator of any Port three times the amount of the Port-dues which would be payable in respect of such vessel; and such vessel shall thereupon be discharged from all further

be discharged from all further Port-dues or Hospital Port-dues in such port for twelve months from the date of such payment.

64. Within the said Port of Bombay fees may be charged for the following services at such rates not exceeding those hereinafter specified, as the Local Government may, from time to time, direct :—

Transporting. *Fair season.* *Monsoon.*
Vessels not exceeding 300 tons ..... Rs. 40 Rs. 65

and 10 Rupees additional for every additional 100 tons.

Transporting to the Middle Ground.

Vessels not exceeding 500 tons.....Rs. 60
Between 500 and 1,000 tons..... ,, 80
,, 1,000 and 1,500 tons..... ,, 100
,, 1,500 and 2,000 tons..... ,, 120

Vessels proceeding to sea and anchoring by desire at the Middle Ground for less than twenty-four hours, half the above rate.

Hooking ... ... Rs. 16
Measuring ... ... ,, 30

Port-dues in such port for twelve months from the date of such payment.

64. Within the said Port of Bombay fees may be charged for the following services at such rates not exceeding those hereinafter specified, as the Local Government may, from time to time, direct :—

Transporting to the Middle Graund.

" Vessels not exceeding 500 tons Rs. 20
,, from 501 to 1,500 tons. ,, 30
,, ,, 1,501 tons and upwards ..... ,, 40

Vessels proceeding to sea and anchoring by desire at the Middle Ground for less than twenty-four hours, half the above rate.

Hooking ... ... Rs. 16
Measuring ... ... ,, 30

The First Schedule.—Part IV.

Name of Port.	Vessels chargeable.	Rate of Port-dues per ton or per maund.	Due how often chargeable in respect of same vessel.
Bombay.	Sea-going vessels of the burden of 10 tons and upwards (except fishing boats).	Not exceeding four annas per ton, and not less than two annas per ton for each class of vessels, as the Trustees incorporated under the Bombay Port Trust Act, 1873, may direct.	Once in the same month.

The First Schedule.—Part IV.

Name of Port.	Vessels chargeable.	Rate of Port-dues per ton or per maund.	Due how often chargeable in respect of same vessel.
Bombay.	Sea-going vessels of the burden of 10 tons and upwards (except fishing boats).	Not exceeding two annas per ton for each class of vessels, as the Trustees incorporated under the Bombay Port Trust Act, 1873, may direct.	Once in *sixty days.*
	Tug steamers and river steamers.	*Ditto.*	*Once between the 1st Jan. and the 30th June and once between the 1st July and 31st Dec. in each year.*

No. 197 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *20th August*, 1874.

To the CHIEF SECRETARY to GOVERNMENT.

SIR,—With reference to your letter No. 2230, dated 2nd May last, requesting the opinion of the Chamber on the provisions of the proposed "Indian Ports Act, 1874," I am directed to inform you that a Select Committee, consisting of fourteen members of the Chamber, was appointed to consider and report upon the proposed Act.

The Committee of Management have now the pleasure to hand you herewith the Report of the Select Committee, in which they entirely concur.—I have the honour, &c.,

J. GORDON, Secretary.

APPENDIX H.

—:o:—

THE PROPOSED MERCHANT SHIPPING BILL, 1874.

MARINE DEPARTMENT.—No. 972 OF 1874.

BOMBAY CASTLE, *27th July*, 1874.

From the SECRETARY to GOVERNMENT to the SECRETARY, BOMBAY CHAMBER OF COMMERCE.

SIR,—I am directed to forward the accompanying copy of a Bill received from the Government of India "for the further Amendment of Act No. 1 of 1859 and for other purposes," and to request that Government may be favoured with an expression of the opinion of the Chamber of Commerce on the provisions of the Bill.—I have, &c.,

JOHN MACDONALD, Colonel,
Secretary to Government.

No. 198 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *20th August*, 1874.

To Colonel MACDONALD, Secretary to Government, Marine Department.

SIR,—With reference to your letter No. 972, dated 27th July last, requesting the opinion of the Chamber on the proposed Merchant Shipping Bill, 1874, I am directed to inform you that a Select Committee, consisting of fourteen members of the Chamber, was appointed to consider and report upon the proposed Bill.

The Committee of Management have now the pleasure to hand you herewith the Report of the Select Committee, in which they entirely concur.—I have, &c.,

J. GORDON, Secretary.

BOMBAY CHAMBER OF COMMERCE, *17th August*, 1874.

To the COMMITTEE of MANAGEMENT of the CHAMBER of COMMERCE.

GENTLEMEN,—The Special Committee of Members, &c., appointed to consider the proposed Merchant Shipping Bill, 1874, submit the following report.

Having carefully gone through the Bill, they propose the alterations in the sections adverted to below :—

Chapter I., Section 1, *Para.* 1.—The Committee recommend that the word "Indian" be inserted between the words "The" and "Merchant." The paragraph would then stand thus :—"This Act may be called 'The Indian Merchant Shipping Act, 1874.'" The Committee consider it desirable that this Act should be distinguished from the British Merchant Shipping Act.

Chapter II., Section 4, *Para.* 1.—The Committee recommend that the words "two nor more than four" be struck out, and that the words "three nor more than five" be substituted. Para. 1 of sec. 4 would then stand thus :—"If in any such case a formal enquiry appears to the Local "Government to be requisite or expedient, the Local Go-"vernment (whether such notice be given or not) may ap-"point a Court consisting of not less than three nor more "than five persons, to make such enquiry, and may "fix the place for making the same."

They also recommend that in para. 2, of section 4, the word "European" be inserted before the word "Magis-"trate;" that the words in the third line, viz., "another shall "be some person" be removed, and the following words substituted, viz., "two persons shall be;" that the first six words in the last sentence, viz., "The other or others (if "any)" be omitted, and the following words, viz., "and the "other or others" be substituted. The 2nd para. of section 4 would then stand thus :—"One of such persons shall be a "European Magistrate acting in or near the place where the "enquiry is made, two persons shall be conversant with "maritime affairs, and the other or others shall be conver-"sant with either maritime or mercantile affairs." The Committee are unanimously of opinion that to guard more effectually against incompetency, Marine Courts of Enquiry

should consist of not less than three persons. In England, these Courts consist of 1 Magistrate and 2 nautical Assessors: in Hongkong, a Marine Court of Enquiry is composed of the Harbour Master, 2 Justices of the Peace, and 2 Master Mariners.

The other sections of the proposed Bill do not appear to the Committee to call for any alteration.

H. MAXWELL, Chairman of Committee.
J. GORDON, Secretary.

CLAUSES AS PROPOSED TO BE AMENDED.

In the Merchant Shipping Bill, 1874.	*As amended by the Committee.*
1. This Act may be called "The Merchant Shipping Act, 1874."	1. This Act may be called "The *Indian* Merchant Shipping Act, 1874."
4. If in any such case a formal enquiry appears to the Local Government to be requisite or expedient, the Local Government (whether such notice be given or not) may appoint a Court, consisting of not less than two nor more than four persons, to make such enquiry, and may fix the place for making the same. One of such persons shall be a Magistrate acting in or near the place where the enquiry is made, another shall be some person conversant with martime affairs. The other or others (if any) shall be conversant with either maritime or mercantile affairs.	4. If in any such case a formal enquiry appears to the Local Government to be requisite or expedient, the Local Government (whether such notice be given or not) may appoint a Court, consisting of not less than *three* nor more than *five* persons, to make such enquiry, and may fix the place for making the same. One of such persons shall be a *European* Magistrate acting in or near the place where the enquiry is made, two persons shall be conversant with maritime affairs, and the other or others shall be conversant with either maritime or mercantile affairs.

APPENDIX I.

—:o:—

GENERAL MANIFESTS IN WHICH AGENTS OF VESSELS ARE ENTERED AS CONSIGNEES OF THE ENTIRE CARGO.

No. 2272 of 1873.

Bombay Custom House, 23*rd December*, 1873.

To the Secretary to the Chamber of Commerce.

Sir,—I have the honour to forward to you, with a view to my being favoured with the opinion of the Chamber of Commerce thereon, copy of a letter recently addressed to me by the Manager of the Elphinstone Landing, Shipping, and Forwarding Agency, suggesting that vessels should be refused port-clearance until the last package of cargo has been actually landed.

2. I may observe that various complaints have been made to me of late by consignees of delay in the receipt of their goods owing to the present practice of commanders of steamers delivering general Manifests in which the agents of the vessels are constituted consignees of the entire cargo. By this arrangement, which no doubt is advantageous to the steamers' owners and agents, the cargo can be at once indiscriminately discharged into boats and re-loading immediately commenced. But the boats do not always at once land the packages which they receive, and sometimes the packages of individual consignees are, against the wishes and consent of the latter, landed at a bunder where it is inconvenient to take delivery.

I shall be much obliged by being favoured with the opinion of the Chamber on the general question.—I have, &c.,

F. R. S. WYLLIE,
Acting Commissioner of Customs.

ELPHINSTONE LANDING, SHIPPING, AND FORWARDING AGENCY, BOMBAY, 18*th October*, 1873.

To the COMMISSIONER of CUSTOMS, Bombay.

SIR,—In the interest of my constituents, I think it is a duty I owe them, as much as I owe to this Agency, to bring to your notice that under the present system of allowing steamers to clear out before their cargoes are landed, much unnecessary delay in the delivery of packages takes place.

Both the "Caradoc" and the "Timor" left before some of their cargo was landed. In the case of the latter vessel, which cleared from this port on the 7th instant, three packages were delivered to me only yesterday, ten days after the steamer's departure!

Consignees at outstations who send their shipping documents with remittances to Agencies in Bombay must naturally feel some anxiety about their goods when they are not despatched within ten days of the departure of the vessel which brought them to this port.

I admit that the practice of giving delivery on shore is advantageous to both ship and consignee, and I have always allowed goods coming to this Agency to be landed by the ships' agents; but in doing so I expected that these goods would be delivered within a reasonable time at the wharf appointed by Government; not ten days after the vessel had left; and then that I should be met with no better excuse than that there was not sufficient room on the Customs Bunder to land a ship's cargo!

The want of tact in arranging packages with their marks so placed that a consignee can have no difficulty in finding his goods is a source of delay which of itself is annoying, but the retention of packages in lighters for days entails risks which Insurance Offices might repudiate, once the vessel for which they were insured had cleared out.

Under the circumstances I think I am justified in asking that vessels should be refused their port-clearance until the last package is landed.—I have, &c.,

GEORGE R. PURVIS, Manager.

[True Copy.]

F. R. S. WYLLIE.
Acting Commissioner of Customs.

BOMBAY, *9th February*, 1874.

To the COMMISSIONER of CUSTOMS, Bombay.

SIR,—In reference to letter No. 2272 of 1873, dated 23rd December, from the Acting Commissioner of Customs, on the subject of complaints from consignees regarding delay in the receipt of their goods owing to the present practice of the commanders of steamers delivering general Manifests in which the agents of vessels are constituted consignees of the entire cargo, and steamers leaving the port before claims can be preferred against the captain for damage.

I am directed by the Committee of Management of the Chamber to state that in their opinion the most convenient course to follow would be to get the agents of steamers to undertake to meet any claims made by consignees for damage or short delivery; if such an arrangement were made, there can be no doubt it would be a great convenience to all classes of consignees, and there would be no reason for detaining a steamer after her cargo has been delivered.

Should it not be found practible to get this suggestion carried out, the Committee are of opinion that in the interests of consignees the port-clearance should be withheld for twenty four hours after the last package from the steamer has been landed.

I am further directed by the Committee to point out that it would be a very great convenience to inporters if the Commissioner of Customs could make such arrangements as would permit of a place being allotted for the cargo of each steamer, so that the packages brought by one steamer might not be mixed up with those being landed from another at the same time.—I have, &c.,

JAMES TAYLOR, Secretary.

No. 1020 OF 1874.

To the SECRETARY to the CHAMBER of COMMERCE.

BOMBAY CUSTOM HOUSE, *25th May*, 1874.

SIR,—With reference to your letter of the 9th February

last, suggesting measures to meet complaints from consignees regarding the delay in the receipt of their goods, I have the honour to forward herewith copy of a report from the Superintendent, Preventive Service, No. 105, dated 27th October 1873, on the subject, and to request you will have the goodness to inform me whether it would not be preferable in the opinion of the Committee to adopt the course suggested by Mr. Jervis in paras. 8 and 9.—I have the honour to be, &c.,

M. J. SHAW-STEWART,
Acting Commissioner of Customs.

No. 105 OF 1873.

BOMBAY CUSTOMS PREVENTIVE SERVICE OFFICE, *27th Oct.*, 1873.

The Superintendent, Preventive Service, has the honour to report that what Mr. Purvis alleges in this communication is in the main correct, and the delay and inconvenience complained of is, in the Superintendent's opinion, attributable in a great measure to the countenance given by the Customs Department to an irregularity which has recently been allowed to creep in of accepting from commanders of steamers general Manifests in which the *agents of the vessels* are made to appear as the consignees of the *entire cargo*.

2. The practice, which is altogether inconsistent and not sanctioned by law, is adopted by steamer agents with the view of enabling the vessel to discharge her cargo immediately on arrival and by giving a nominal guarantee (which, in the Superintendent's opinion, is not by any means a valid document) ensuring her obtaining her port-clearance after the goods have been put out of the vessel.

3. In all cases where such Manifests are put in and accepted by this Department, the commanders are in a position to discharge the cargo at once, which is as a rule entrusted to a landing agent, who very often studies his own time and convenience in the matter of landing the goods after obtaining delivery from the importing vessel.

4. The boats and barges being loaded alongside as the packages come to hand in a promiscuous manner, and intended as these goods are for several bunders which often

necessitates more than a single trip to them, this Department is not in a position to take cognizance of delays under section 59 if ordinary despatch in discharging the barges is used.

5. The system, as the Superintendent has above endeavoured to point out, is faulty in the extreme, and unless the course laid down by the Customs Act is strictly adhered to may lead to serious complications, not the least of which is that a considerable portion of the goods belonging to the general public are, without their knowledge or consent, at the present time taken and landed at the Arthur Bunder, and there left until claimed by the respective owners.

6. The Arthur Bunder, the Superintendent would beg respectfully to point out, although open for the landing of all description of merchandize, does not afford adequate space or security, and was never intended to be used for the indiscriminate deposit of the *whole* cargo of a vessel by a steamer agent who has no interest whatever in the goods, and who considers his end sufficiently served by getting the cargo out of the vessel as speedily as possible.

7. The remedy for this state of things is both simple and easy, the Customs authorities by the routine at present observed of withholding the granting of numbers on the private Manifests presented by regular consignees until these documents are endorsed by the agents of the vessel cease, in the Superintendent's opinion, to act as public functionaries. The Customs Act enjoins an altogether different course, and the Superintendent would respectfully submit whether under the circumstances that is not the proper one to pursue.

8. In the first place, therefore, the Superintendent would suggest that as required by section 33 the delivery of correct Manifests according to the prescribed form with the names of all the consignees duly entered therein should be insisted on, and as this Department has the power under section 47 of requiring the production of all the Bills of Lading at the time of the entry of the vessel, its correctness could be at once tested.

9. The procedure to be afterwards observed is that laid down under section 52 at 54 as amended by Act 17 of 1869, and Government Notification, dated 24th November 1869,

from which it will be seen that unless an earlier period than 48 hours is specified in the Bill of Lading, the commander is bound to deliver his cargo to the respective consigness, and it is only in the event of such a proviso being contained in the Bill of Lading or the consignees failing to take delivery within the time allowed by law that he is at liberty to land his cargo and make the same over to the Custom House *to be warehoused.*

T. JERVIS,
Superintendent, Preventive Service.

[True Copy.]
M. J. SHAW-STEWART,
Acting Commissioner of Customs.

No. 73 of 1874.

CHAMBER of COMMERCE, BOMBAY, *4th June*, 1874.

To the COMMISSIONER OF CUSTOMS, BOMBAY.

SIR,—The Committee of Management have had under consideration your letter No. 1020, dated 25th ultimo, enclosing copy of a report from the Superintendent, Preventive Service, No. 105, dated 27th October 1873, upon the complaints made by consignees regarding the receipt of their goods.

I am directed to inform you, in reply, that the Committee adhere to the views expressed in their letter dated 9th February last, and that, in their opinion, the course suggested by Mr. Jervis in paras. 8 and 9 of his report would not remedy the evils complained of. The most convenient course to all parties—to consignees as well as to the owners of steamers—would be, as the Committee have already pointed out, to require the agents of steamers, who enter themselves in Manifests as consignees for the whole cargo, to give a guarantee to pay all claims for damage or short delivery, when these can be fairly established by the owners of such goods; and the Committee would strongly urge the necessity which exists for insisting upon such a guarantee being given.—I have, &c,

J. GORDON, Secretary.

REVENUE DEPARTMENT.—No. 3442 OF 1874.

BOMBAY CASTLE, *4th July*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE.

SIR,—I am directed to forward to you the accompanying copy of a letter from the Acting Commissioner of Customs and Opium, No. 1287, dated the 27th ultimo, on the subject of discharging the cargoes of Canal steamers, and to request that you will be so good as to favour Government with the opinion of the Chamber of Commerce at your early convenience.—I have, &c.,

J. MONTEATH,
For Chief Secretary to Government.

REVENUE DEPARTMENT.—No. 1287 OF 1874.

BOMBAY CUSTOM HOUSE, *27th June*, 1874.

To the CHIEF SECRETARY to GOVERNMENT.

SIR,—I have had under consideration a long correspondence on the subject of discharging the cargoes of Canal steamers. I will not trouble Government with copies of the numerous letters that have passed, but will submit the case as succinctly as possible for orders.

2. I find the Custom in this port has been for the captain of a Canal steamer to tender a general Manifest, in which the agents of the steamer are entered as "consignees" of the entire cargo. There is no doubt that this entry is incorrect; that on referring to the Bills of Lading it could be proved that the goods imported are not consigned to the agents of the steamer; and that the captain is therefore liable to all the penalties for failure to deliver a correct Manifest.

3. The practice, however, has been to accept as correct the captain's entry of the agents as consignees, and to allow them to unload the cargo; and the real consignees or importers or owners obtain possession of their goods on their private Manifests being endorsed by the agents of the steamer. I submit, for the information of the Government, an Import Private Manifest so endorsed.

4. The Manager of the Elphinstone Landing, Shipping,

and Forwarding Agency wrote in October last to the Commissioner, complaining of the delay in delivery of goods. I quote the letter *verbatim*, as it is of importance that the tenor of the complaint should be correctly understood.

"In the interest of my constituents, I think it is a duty I owe them, as much as I owe to this Agency, to bring to your notice that under the present system of allowing steamers to clear out before their cargoes are landed, much unnecessary delay in the delivery of packages takes place.

"Both the 'Caradoc' and the 'Timor' left before some of their cargo was landed. In the case of the latter vessel, which cleared from this port on the 7th instant, three packages were delivered to me only yesterday, ten days after the steamer's departure.

"Consignees at out-stations who send their shipping documents with remittances to agencies in Bombay must naturally feel some anxiety about their goods when they are not despatched within ten days of the departure of the vessel which brought them to this port.

"I admit that the practice of giving delivery on shore is advantageous to both ship and consignee, and I have always allowed goods coming to this Agency to be landed by the ships' agents; but in doing so, I expected that these goods would be delivered within a reasonable time at the wharf appointed by Government; not ten days after the vessel had left; and then that I should be met with no better excuse than that there was not sufficient room on the Customs Bunder to land a ship's cargo.

"The want of tact in arranging packages with their marks so placed that a consignee can have no difficulty in finding his goods is a source of delay which of itself is annoying, but the retention of packages in lighters for days entails risks which Insurance Offices might repudiate, once the vessel for which they were insured had cleared out.

"Under the circumstances I think I am justified in asking that vessels should be refused their port-clearance until the last package is landed."

5. It seems to me that the real consignees or their agents have, to this extent, a right to look to the Custom House for redress, in so far as it recognises and permits the practice of receiving these incorrect Manifests. They may say, "the goods are not consigned to the ships' agents,

"and you are aware of the fact, and yet you treat them "as consignees, you are therefore responsible for all delay, "risks, injury, and short delivery." It is difficult to give an opinion as to the justice of this position, but the law officers of Government would doubtless advise Government about it, if requested to do so.

6. Two plans have been suggested to get rid of the difficulty: The first plan is to require the captains of these steamers to deliver correct Manifests specifying the proper consignees of all goods on board. This plan certainly commends itself to me as most desirable, but I understand the Chamber of Commerce to object strongly to it. The Chamber does not state distinctly its reason for objecting, but confines itself to the assertion that it "would not remedy "the evils complained of." It may be perfectly true, as stated by the Chamber, that the plan would not enable consignees to land their goods with greater facility and security than is now done by the steamer's agents. But it would have the good result that consignees would have in their own hands the remedy for such matters as are complained of; and would not be in a position to lay the blame on any laxity of practice countenanced by this Department.

7. The Chamber of Commerce, on the other hand, recommends that the agents of these steamers "who enter "themselves as consignees for the whole cargo should be "required to give a guarantee to pay all claims for damage "or short delivery when these can be fairly established by "the owners of the goods." I have no doubt the agents would readily give the required guarantee, but I would remark that it would be extremely difficult to enforce it without some special enactment, authorising the proposed practice. The officers of the Customs House could not undertake to adjudicate on these claims even if they had authority to do so; and I doubt very much if the courts of law would allow claims to be filed, the very basis of which is an evasion of the provisions of the Consolidated Customs Act that require the production of absolutely correct Manifests.

8. The Chamber adds that if the suggestion cannot be carried out, then "the port-clearance should be withheld "for 24 hours after the last package from the steamer has "been landed." But this plan also would require an altera-

tion in the law, as the Custom House has no right to enquire into the question whether a vessel's cargo has or has not been landed, but must, on the conditions of the law being fulfilled, grant a port-clearance when applied for. If the law were altered so as to enable this new condition of port-clearance to be legally enforced, there is no doubt that the agents of the steamers would expedite the landing of the cargo as much as possible, and that the real consignees would probably get more rapid delivery of their goods; but I do not see that it would affect any claims on account of injury or short delivery which might arise.

9. As I hold this office on a temporary tenure, I am unwilling to institute on my own authority any new departmental rule or practice, that is opposed not only to the former practice, but to the strongly-expressed opinion of the Chamber of Commerce. I beg therefore to lay the case before Government, and to suggest with great deference that His Excellency the Governor in Council will be pleased to refer the matter to the Chamber of Commerce, and, after considering all that may be urged by the Chamber in support of their view, favour me with instructions as to the course that is to be adopted in future.—I have, &c.,

M. J. SHAW-STEWART,
Acting Commissioner of Customs.

[True Copy.]

J. MONTEATH,
For Chief Secy. to Government.

BOMBAY CHAMBER of COMMERCE, 30*th July*, 1874.

To the CHIEF SECRETARY to GOVERNMENT, Bombay.

SIR,—The Committee of this Chamber have had under consideration your letter No. 3442 of the 4th instant, enclosing copy of the letter of the Acting Commissioner of Customs, on the subject of discharging the cargoes of Canal steamer.

The question was referred to the Chamber by the Acting Commissioner of Customs on 23rd December, and again on

the 25th May last, and, by direction of the Committee, I send herewith copies of the letters which they addressed in reply to the Acting Commissioner on those occasions.

The present practice, referred to by the Acting Commissioner, of permitting the captain of a Canal steamer to tender a general Manifest, in which the agents of the steamer are entered as the consignees of the entire cargo, arose with the opening of the Suez Canal to ensure quick despatch to steamer traffic, although the practice appears to be not quite conformable to the strict literal interpretation of clause 33 of the Consolidated Customs Act VI. of 1863.

The old system contemplated by the Act, and which was suitable enough before the opening of the Suez Canal called the steamer traffic into existence, of delivering correct Manifests, according to the prescribed form, with the names of all the consignees duly entered therein, and which required each consignee to take delivery of his consignment from the ship's side, caused great loss of time in the requisite sorting of cargo on board, in the taking of marks and numbers as each package left the steamer, in the delivery of each consignment to the consignee from the ship's side, and in the dilatoriness of consignees in coming forward to take delivery of their goods. To revert to that system, by which a vessel occupied three to five weeks in discharging cargo, whilst by the present practice it is done in a similar number of days, would be a hardship upon shipowners, causing great and unnecessary delay, and the Committee therefore hesitate asking Government to enforce the provisions of the Act.

The delay in receiving their goods, which consignees occasionally complain of, is attributable principally to the landing of the same cargo, without any system, at different Bunders, which causes delay, confusion, and inconvenience; and it sometimes happens that a steamer leaves the port before all her cargo is delivered, and before claims can be preferred against the captain for damage or short delivery. To remove this difficulty the Chamber, in their letter dated 9th February, offered an alternative suggestion, either (1) To require from the agents of steamers an undertaking to meet claims for damage or short delivery,

when the same were established by law ; or (2) If that were impracticable, to withhold the port-clearance for 24 hours after the last package had been landed. Whichever suggestion might be adopted, the Committee recommended that arrangements should at the same time be made to allot a separate place on the Bunder for the cargo of each steamer, so that the packages of one might not be mixed up with those of another vessel.

It now, however, appears that the adoption of either suggestion would require an alteration of the law ; and with regard to the first suggestion that agents should be required to give an undertaking to meet claims of consignees, the Committee, having carefully weighed the remarks contained in para. 7 of the Acting Commissioner's letter, wherein he states that the officers of the Customs House could not undertake to adjudicate on these claims even if they had authority to do so, consider it no longer advisable to press it.

The Committee, taking all the circumstances into consideration, are of opinion that the port-clearance should be withheld for 24 hours after the last package has been landed, but it is at the same time really necessary to allot a particular place on the Bunder for the cargo of each steamer, so that each vessel's cargo may be kept separate, and not mixed up with others as is now done. The question will have the further consideration of the Committee, but meantime they are of opinion that the suggestions offered above would at once, if carried out, remedy to some extent the evils complained of by importers.

I am at the same time directed to inform you that, since the opening of the Suez Canal, many of the provisions of the Consolidated Customs Act VI. of 1863 are inapplicable in various ways to the altered condition of a large proportion of the carrying tonnage of the day, and that the Chamber, after a careful consideration of the provisions of the Act, intend addressing Government thereon and on the necessity that exists for its revision.—I have, &c.,

J. GORDON, Secretary.

[True Copy.]

J. GORDON, Secretary.

No. 4483 of 1874.

REVENUE DEPARTMENT.

BOMBAY CASTLE, 21*st August*, 1874.

To J. GORDON, Esq., Honorary Secretary, Bombay Chamber of Commerce.

SIR,—With reference to your letter, dated the 30th ult., I am directed to state that His Excellency the Governor in Council regrets that he is unable to authorize the Commissioner of Customs to continue the practice of accepting the "General Manifest" in which the agents of steamers are entered as the consignees of the entire cargo. Such a document is obviously fictitious, and the acceptance of it might expose the Customs authorities to serious liabilities if damage or loss were caused to the real consignees.

2. I am at the same time desired to draw the attention of the Chamber to Act XVII. of 1869, and to state that the inconvenience complained of will be brought to the notice of the Government of India. In the meantime His Excellency the Governor in Council will await, with interest, the proposals of the Chamber for making such alteration in the existing law as the altered conditions of the carrying trade of this port consequent on the opening of the Canal may suggest.—I have, &c.,

E. JAMES,
For Chief Secretary to Government.

APPENDIX J.

—:o:—

WORKING IN THE HARBOUR ON SUNDAYS.

No. 1369 of 1874.

Bombay Custom House, *8th July*, 1874.

To the Secretary to the Chamber of Commerce.

Sir,—My attention has been drawn to the frequency of applications for leave to load and discharge vessels, and to do other similar work on Sundays. During May and June no less than 41 vessels have been allowed to load and discharge on Sundays, and many similar applications to work on shore have been received. None of these were cases of necessity.

2. I venture to hope that the Chamber of Commerce will support me in trying to remedy this state of things, which, to say the least, deprives many Custom House officers of their weekly rest. I feel the more secure of the Chamber's support from noticing its anxiety that the despatch of the mail steamers should be fixed so as to avoid any inducement to work on Sundays.

3. I have therefore prepared a draft standing order, copy of which is annexed to this letter, and I request you will be so good as to lay it before the Chamber, and favour me with any remarks that a consideration of the subject may suggest.—I have, &c.,

M. J. SHAW-STEWART,
Acting Commissioner of Customs.

Draft Order.

1. No permission to load or discharge cargoes or ballast on Sunday, or to do any other work connected with the Cus-

tom House on that day, will be given except in cases of necessity.

2. The mere fact of having contracts or engagements to fulfill will not constitute a case of necessity.

3. In the case of passenger steamers arriving on Saturdays, the baggage of passengers may be landed up to noon on Sunday, and if the steamer arrives on Sunday, baggage may be landed on that day.

M. J. SHAW-STEWART,
Acting Commissioner of Customs.

BOMBAY CHAMBER OF COMMERCE, 21*st July*, 1874.

M. J. SHAW-STEWART, Esq., Acting Commissioner of Customs.

SIR,—The Committee of this Chamber have had under consideration your letter No. 1369, dated 8th July, together with the Draft Order enclosed therein, and they direct me to inform you that, whilst they would gladly support any proposal that would tend to prevent working on Sundays, so far as the same were practicable and not likely to injure any interests, they are of opinion, that, in the case under reference, it would be very difficult for the Custom House to decide what constituted a case of necessity, and that the existing Customs Rule which permits ships to work on Sundays on paying the required fee should, therefore, not be interfered with.—I have, &c.,

J. GORDON, Secretary.

No. 1518 OF 1874.

BOMBAY CUSTOM HOUSE, 28*th July*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE.

SIR,—In reply to your letter of the 21st instant on the subject of work on Sundays, I request you will state to the Committee of the Chamber of Commerce my satisfaction at learning that they are prepared to support any proposal that will tend to prevent working on Sundays, so far as is

practicable, and trust that they will lend their weight and influence towards preventing unnecessary applications being urged on the Custom House.

2. I have, in deference to the opinion of the Committee, determined not to issue any new order on the subject, but I would request attention to the second of the Rules of 1859, printed at page 49 of the volume of Standing Orders (Edition 1866), which was as follows :—"No such permission, however, can be granted on Sundays, unless in case of great necessity." It is of course difficult, as stated by you, for the Custom House authorities to decide on all cases in which necessity is urged; but I propose that permissions to work on Sundays shall in future be given only in cases where the application rests on reasonable fear for the safety of the ship; and to refuse permission in all cases when the application is based solely on consideration of pecuniary advantage to the applicants, however pressing and urgent these may be.

3. The practice herein indicated will be strictly carried out from the 1st proximo, and I shall be obliged if you will kindly draw the attention of those members of the Chamber who are specially interested in shipping to this correspondence.—I have, &c.,

M., J. SHAW-STEWART,
Acting Commissioner of Customs.

BOMBAY CHAMBER of COMMERCE, 31*st July*, 1874.

To the ACTING COMMISSIONER of CUSTOMS.

SIR,—Having laid your letter No. 1518, of the 28th instant, on the subject of work in the Harbour on Sundays, before the Committee of the Chamber, I am directed to inform you that in their opinion the decision which you have arrived at is altogether too stringent, and is really equivalent to the issue of a new order on the subject, and that to draw a line so strict as that proposed would not be advisable.

At the same time I am desired to inform you that, as all are agreed that working on Sundays is very undesirable, the Committee will circulate the correspondence which has passed on the subject among the members of the Chamber, with

a request that they will, whenever possible, avoid working cargo, inwards or outwards, on Sundays; and the Committee hope that this will induce you to re-consider your decision, and permit the present system to continue.—I have, &c.,

J. GORDON, Secretary.

No. 1806 of 1874.

Bombay Custom House, *1st September*, 1874.

To the Secretary to the Chamber of Commerce.

Sir,—I duly received your letter of the 31st July on the subject of working on Sundays, and have given the matter my best consideration.

2. Starting with the proposition on which we are agreed "that working on Sundays is very undesirable," I desire to introduce and establish it as the rule of this port that (except in the cases of necessity, already provided for,) permission to work on Sundays will not be granted, so that masters of ships and others interested in shipping will make their arrangements on this basis, knowing that *as a rule* they will not be allowed to work on Sundays.

3. But as the Committee consider this rule, if strictly observed, will be too stringent, I propose to reserve to myself (and to the Deputy Commissioner in the event of my absence) the power of granting permission in such cases as, while not involving the vessel's safety, are yet of a nature to come under the designation "great necessity" used in the Standing Order of 1859, with the mutal understanding that such permission will be sparingly asked for and sparingly granted. I would also request that such applications, when made, may be made before the office closes on Friday, so as to admit of any requisite enquiries being made beforehand.—I have, &c.,

M. J. SHAW-STEWART,
Acting Commissioner of Customs.

Bombay Chamber of Commerce, *12th Sept.*, 1874.

To the Acting Commissioner of Customs.

Sir,—I am directed by the Committee of the Chamber to acknowledge the receipt of your letter No. 1806, dated

the 1st instant, on the subject of working in the Harbour on Sundays.

The Committee, I am desired to state, will now circulate the correspondence among the members of the Chamber, and, as they cannot say how the rule laid down in your letter will work, they trust that you will give it a fair and liberal interpretation, so as to avoid as much as possible causing inconvenience.—I have, &c.,

J. GORDON, Secretary.

APPENDIX K.

—:o:—

THE POSSIBLE DEVELOPMENT OF THE PRODUCTION OF FLAX FIBRE IN THIS PRESIDENCY.

REVENUE DEPARTMENT.—No. 572 OF 1874.

BOMBAY CASTLE, *2nd February*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE, Bombay.

SIR,—I am directed to forward herewith, for the information of the Chamber of Commerce, printed copies of two letters from Mr. W. F. Sinclair, C.S., containing his observations on the possible development of the production of Flax Fibre in this Presidency.—I have, &c.,

E. JAMES,
For Chief Secretary to Government.

From W. F. SINCLAIR, Bombay Civil Service, to the CHIEF SECRETARY to GOVERNMENT, Bombay.

HIGH COURT HOUSE, MAZAGON, *9th January*, 1874.

SIR,—As I shall probably not rejoin my appointment of Assistant Collector, Khandeish, I have the honour to address direct to Government the following remarks upon the possible development of the production of flax fibre in this Presidency.

2. The flax plant (*linum usitatissimum*) is very largely cultivated in Khandeish; and also, I believe, in Nassick and Nuggur. The linseed alone is used; the fibre, which is useless as fodder, is thrown away. It is obvious that since it pays to cultivate the crop for the sake of the seed alone, a very small success in utilizing the fibre now wasted would be profitable. I may remark *aliter* that hemp also is much cultivated here without regard to the fibre; but that of our Indian variety (*Cannabis sativa, var: Indica,*) has been, I believe, proved by experiment to be of little value. The contrary, I think, is the case with the flax. The plant is short and branchy, unlike the long single stem of that raised in Europe from seed chiefly furnished by Russia and Belgium. (Ireland produces no linseed; England little for agricultural purposes, the climate being unfavour-

able). The Indian flax, therefore, is what cotton merchants call short in staple; but it is not deficient in tenacity, and would be worth, if properly prepared, at least £25 per ton in the Irish market. The present lowest price is £35 to 40 per ton, so I have allowed a good margin.

3. It may be worth while to describe the Irish process of preparing flax. The plant is pulled up by the roots when the seed is nearly ripe, steeped in water for some time, and then rolled or beaten to break up the pith. It is next scutched, *i.e.*, submitted to an action like that of loosely set scissor-blades, whereby the fibre is cleared of the broken refuse called "shoves." It is now "flax," and ready for the market, where it is purchased by the spinners. These, by processes which I need not describe, convert the finer sorts into "line" for the manufacture of cloth, and the coarser into "tow," which is made up into cordage and sacking. To the latter class the fibre now producible in this Presidency would belong.

4. The object which I have in view is the production of coarse "flax," *i.e.*, the article "scutched," and ready for the manufacture of tow. We require, first, water; secondly, the means of breaking and scutching. These operations are performed by steam, water, or hand power. The very transformation which I wish to effect, viz., that of the production of linseed alone into a combined trade in linseed and flax of inferior quality (for it has not been found possible as yet to save the seed, when the plant is plucked early to secure the finest fibre), is now going on in parts of England by means of small sets of machinery, which cost about £2,000 to set up there, and could hardly, I suppose, be brought into operation here under a cost of Rs. 40,000. But after a careful enquiry into the history of the attempt made to set up a flax trade in the Punjab, I am decidedly of opinion that the use of extensive machinery is in our case to be avoided.

5. In the Punjab first-rate machinery, skilled labour, and Riga seed were imported. The article produced was at the top of the market, but the production was insufficient to keep the machinery going. The Belfast men got tired of waiting for profits, and the Government of advancing subsidies; the chief manager died, I think; and the whole concern rotted away, after a fashion not unfortunately outside of our own experience in industrial enterprise. The matter had been pushed too fast, and without regard to the caution of the riot in venturing upon any new thing, before he feels the ground firm under his feet.

6. Upon understanding these things, I turned my attention during my leave, which was spent in the flax districts of Ulster, to the processes of hand-beating and hand-scutching. These are chiefly performed by women; the former with the "beetle" used in cookery (which would be efficiently replaced by its Indian representative, the *musal* or rice-pestle), and sometimes, where horse-power is available, the flax is rolled in a machine exactly like our Indian *chunam-chakar* or lime-mill. The hand-scutching is done

with tools that any village carpenter could make out of a two-dozen claret case, and so small that I brought the most important out with me in my portmanteau. The fibre, however, is inferior to that which is machine scutched.

7. I am certain that at a slight expense in tuition, the ryots could be taught to use these tools and prepare an article saleable in Belfast and Dundee at remunerative prices; and that, when at the end of a few years the trade had taken root, the time would come for the importation of seed and the erection of machinery, which could in many cases be set up in the cotton ginning mills already in existence. No steam machinery is better fitted for use in India, because scutchers can "fire up with showes," *i.e.*, depend chiefly upon their own refuse for fuel. I should add that they are more in danger from fire than most other trades, and can seldom effect an insurance.

8. The process of production would be shortly as follows:—After pulling, the flax would be rippled, *i.e.*, stripped of its seed by hand or by pulling it through a "rippling comb," which consists of a set of iron teeth set upright in a block. The seed would then be laid out to finish ripening; and the "reed" or stalk stacked till the monsoon (flax is a rabi or cold-weather crop), when it would be steeped with proper precaution against the pollution of rivers by the poisonous "flax broth," broken and scutched by the cultivators' wives, and pressed or half-pressed, like cotton, for export to Belfast or Dundee, from both of which places I have valuable assurances of interest in the matter.

9. At present the flax supply is diminishing in Ireland from the high price of labour and the rapid conversion of arable land into pasture, which is the main feature in the phase of agricultural progress through which that country is now passing. I have the high authority of M. Emile de Laveleye for the fact that the former cause is producing a similar effect in Flanders. Of Holland I do not know. Russia produces much fair flax; Egypt some very bad and some very good. I am promised details with regard to the last-named country, and shall, in the meantime, be glad to answer any reference Government may please to make upon the subject, and to put my information and materials at the disposal of any officer who may feel inclined to take the matter up. I should propose the despatch of samples of this year's crop to England for examination, and the engagement of hands to teach the scutching for a couple of years. I append two papers received from the Flax Supply Association at Belfast, and I have the honour to remain, &c.,

W. F. SINCLAIR.

From W. F. SINCLAIR, Assistant Collector, Kolaba, to the CHIEF SECRETARY to GOVERNMENT, Bombay.

SIR,—In answer to your endorsement of the 14th, under my demi-official of the 9th instant, appended to a paper of the same date,

upon the possible production of flax fibre in this Presidency, I have the honour to forward the following additional observations upon the subject :—

The technical vocabulary of the flax trade is as follows :—

"Flax" means—firstly, the whole crop ; secondly, the fibre after it has been scutched ; in which state the spinners buy it.

"Linseed" or "seed,"—the seed.

"Reed,"—the stalk ; of which the fibre is the outer part.

"Rippling,"—the separation of the seed from the reed.

"Scutching,"—the separation of the fibre from the pith.

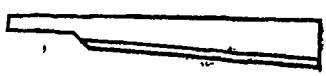
"Breaking," "Rolling," or "Beating" is the operation of preparing the flax for scutching, which is done either by mere pounding, or by passing between rollers at a high pressure.

"Shows" are the broken refuse of pith and bad fibre which remains after scutching. In Ireland this refuse is generally used as fuel, but the Dundee men work it up into sacking ; and it is also much used in making roofing-felt.

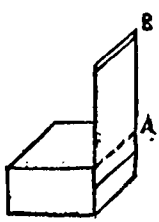
"Retting" is the steeping of the flax in water to facilitate the separation of fibre from pith.

"Beets" are the bundles or sheaves in which flax is tied up for the retting.

"Scutching-handle" is a wooden tool of this shape, about 28 inches long, 4 wide, and 1 pound in weight. It is bevelled off at the edge. One which I have brought out is at the service of any officer who cares to use it.



"Scutching-block" is a plank set up on edge and so bevelled above at B as to correspond to the scutching-handle. It is nailed to a block, stool, or table to keep it steady, as at A. The bundle of broken flax is held in the left hand over its edge, and turned and exposed to sharp drawing cuts of the scutching handle, which separate the shows from the fibre. The bevelled edges of the block and handle are turned away from each other during this operation.



So effective are these simple instruments that those worked by steam differ from them very little in shape or application.

I would suggest that the Model Farms might, if they conveniently can, send in each six samples of one pound a piece, viz., three of untouched straw and three of flax cleaned, the best way they can. A chatty full of any water (not containing lime in solution) would steep three pounds of flax very easily. A few blows of a rice-pounder, or passing it under a chunam-mill or garden-roller, would break it, and some primitive attempt might be made at scutching

so small a quantity. If the Model Farms think they cannot manage it, and will send me the flax, I will try it. The test of sufficient steeping is a green slime which comes off easily between finger and thumb. That of sufficient dryness after steeping is the "bowing" of the fibre, *i.e.*, its beginning to separate from the reed and form loops or bights along it. It is then ready to break and scutch.

If we had these samples, they could be examined by proper authorities, and some estimate (though very rough) might be formed of the improvability of the native crop. Any particulars as to the average yield per acre of seed would be valuable, as tending to show what effect the importation of seed might have upon the oil trade.

I can, if these views meet with concurrence, at any time furnish the addresses of firms who will be glad to examine samples, or answer any further reference that may occur to Government or to any officer concerned.—I have, &c.,

W. F. SINCLAIR.

No. 32 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *3rd March*, 1874.

To the Hon'ble F. S. CHAPMAN, Chief Secretary to Government, Bombay.

SIR,—I am directed by the Committee of Management of the Chamber to acknowledge with their best thanks the receipt of Mr. Under-Secretary James's letter of 2nd ultimo, handing printed copies of two letters from Mr. W. F. Sinclair, C.S., on the possible development of the production of Flax Fibre in this Presidency.

The letters in question have been read by the members with much interest, and I am desired by the Committee to express their hopes that His Excellency in Council may be pleased to give effect to the recommendations of Mr. Sinclair, by instituting experiments in the districts of the Presidency considered most favourable for the cultivation of Flax,—as there seems little doubt, that the Flax plant can be cultivated profitably in Khandeish and elsewhere, and it seems probable that by carrying out such experiments as Mr. Sinclair suggests a very valuable addition may be made to our present somewhat meagre list of products for export.—I have, &c.,

JAMES TAYLOR, Secretary.

APPENDIX L.

—:o:—

COTTON CULTIVATION IN THE BERARS.

EXTRACT from the Weather Report of Mr. Dunlop, Assistant Commissioner of the Akola District, dated 25th October 1873.

The natives have taken this year somewhat extensively to the cultivation of New Orleans cotton, but as a rule it is sown mixed with native cotton, and it is doubtful if the produce will be liked so much as the pure indigenous kinds. Owing probably to the lighter rainfall, the New Orleans plants have not thrived so well this season as last, and many people have determined not to sow the seed again, which perhaps is well, as they experience a difficulty in cleaning the kuppas, and seldom keep it distinct from other kinds.

A. J. DUNLOP,
Assistant Commissioner, Akola District.

Camp Khangaum, 25th October, 1873.

No. 268 OF 1873.

BOMBAY CHAMBER OF COMMERCE, *30th October*, 1873.

A. J. DUNLOP, Esq., Assistant Commissioner, West Berars, Camp Khangaum.

DEAR SIR,—I have the pleasure to acknowledge the receipt of your letter of 25th instant, and to express the acknowledgments of the Committee of the Chamber for your interesting report on the crops which accompanied the same.

It is to be feared danger will accrue to the indigenous cotton of Berar if the New Orleans variety is permitted to be mixed with it. If New Orleans cotton continues to be grown, it is to be hoped the cultivation will be kept quite distinct from the indigenous cotton, so that the evil that will be caused by a mixture of the two may be guarded against.—I have, &c.,

JAMES TAYLOR, Secretary.

No. 1152 OF 1873.

From A. J. DUNLOP, Esq., Assistant Commissioner, to the COTTON INSPECTOR, Khandeish.

AKOLA, *27th September*, 1873.

SIR,—You have already seen some correspondence which passed

in this province on the subject of the introduction into East Berar of the Old Khandeish cotton.

2. I have recently discovered that the cultivation of this inferior kind of cotton has been steadily on the increase in that division, and introduced in 1868 by one man, as you were good enough to advise us, it had extended last year to 80 villages, and this year, I fancy, its extention is in like proportion.

3. The Resident has taken up the subject very warmly, but unfortunately an idea has got abroad in Oomrawuttee that the cotton is not so bad as it is represented to be, and that there is no call for Government interference.

4. I think I can use no better argument against this than to show what has been done in Khandeish with so much success, and I should be very much obliged if you would favour me with a brief statement of the steps then taken to eradicate the seed.

5. In the year 1867 you were supplied, from the Central Provinces, with 18,000 maunds of Hingunghat seed, and in the following season with 5,000 maunds. The cost of this seed, including railway freight, was, I believe, on an average Rs. 2 a maund, or in all Rs. 43,000. Will you kindly inform me how much of this expenditure was paid for by Government, and if the old seed was bought from the ryots, and sold again in any way. Also was the seed alone purchased, or was it found necessary to purchase kuppas.

6. So far as I at present know, it is impossible to recognize the Khandeish seed from the ordinary Berar seed, after it has been passed through the gins, and this presents a considerable difficulty to us, as apparently it will be necessary to buy up the kuppas of this variety.

7. May I beg the favour of an early reply, as the Resident is anxious that measures should be adopted at once for the suppression of this variety of cotton.—I have, &c.,

A. J. DUNLOP,

Assistant Commissioner, Akola District.

No. 14 of 1874.

BOMBAY CHAMBER OF COMMERCE, *7th Feb.*, 1874.

A. J. DUNLOP, Esq., Assistant Commissioner, Berar, Akola District.

SIR,—I have the pleasure to acknowledge the receipt of your favour of the 27th January and 3rd February, and I am to return you the best thanks of the Committee for

the statistics of the cotton exports to which your letters gave cover.

Referring to your letter of 27th January, the Committee would be glad if you could favour them with any information on the subject of the cotton brought to Khán-gaum from Mirzapore. It is to be feared it can only be brought there for the purpose of mixing it with Berar cotton, and without letting the truth be known, and if this be the case, it will have the effect of deteriorating the value of Oomrawuttee cotton in the home market, and give it most undeservedly a bad name from being adulterated with cotton of an inferior character.

Any information you may be able to give on this point to the Committee will be thankfully appreciated by them.—I have, &c.,

JAMES TAYLOR, Secretary.

EXTRACT from Mr. Dunlop's Report to the Bombay Chamber of Commerce, dated 11th June 1874.

Your Chamber has been informed and consulted by me on a subject which has of late been causing considerable uneasiness in the Province. I allude to the introduction into East Berar of the very inferior variety of Hoshungabad cotton which was lately eradicated with much difficulty from Khandeish, and which is known commercially as the "Old Khandeish Cotton."

The seed was brought into East Berar by a speculative native who was charmed with the large yield from the plants, and other cultivators being equally captivated, it has spread to so very considerable an extent that no one who has lately purchased cotton in the Oomrawuttee market can have failed to have met with it in his selections. I feel confident that your Chamber will learn with pleasure that the Resident at Hyderabad has now sanctioned such measures as will ensure the complete eradication of the bad seed. A liberal advance has been given to me for the supply of pure seed to cultivators in the affected parts of the districts, and although the early monsoon, which is now upon us, has prevented my carrying out this object to the extent desired—the Khandeish seed will not, I believe, now that the wishes of Government are known, be sown in any quantity this year,—and at the close of the rains a searching enquiry will be made for what may remain of it in the district, the distribution of pure seed in all tainted villages being proceeded with at the same time.

There can be little doubt that these measures will be effectual in disposing of this variety of cotton, and if still some of it is traceable in the next Oomrawuttee crop, such will not, I anticipate, be the case in the following year, when we shall have had more time to deal with it.

APPENDIX M.

—:o:—

THE MERCANTILE COMMUNITY INADEQUATELY REPRESENTED IN THE LOCAL LEGISLATIVE COUNCIL.

No. 163 of 1874.

Bombay Chamber of Commerce, 28*th July*, 1874.

To the Secretary to Government, Judicial Department, Bombay.

Sir,—As the time for the nomination of members to the Legislative Council is drawing near, the Committee of the Chamber of Commerce beg, with great deference, to submit, for the consideration of H. E. the Governor in Council, the opinion of the mercantile community that, since the resignation of the Hon'ble Mr. James A. Forbes, as a member, the mercantile interests of this Town and Presidency have, with one merchant only in the Council, been inadequately represented. These interests comprise not only the Inland and Foreign commerce of Western India, but its industries and manufactures, and the numerous forms into which trading operations are sub-divided; and upon the prosperity of these, the welfare of a large proportion of the population of the Presidency depends. The Committee are glad to avail themselves of the opportunity of acknowledging the liberality of H. E. the Governor in Council in appointing five non-official members, which is one more than the minimum number required by law; but they would at the same time point out that, with the exception of one—the Hon'ble Mr. Bythell—none of these has any interest in commerce, or has had any mercantile experience.

The Committee understand that there are always two merchants in the Council of the Governor General, and they desire respectfully to express the hope that H. E. the Go-

vernor in Council will, in consideration of the large mercantile interests of this Presidency, be pleased to nominate two merchants to the Council.—I have, &c.,

J. GORDON, Secretary.

LEGISLATIVE DEPARTMENT.—No. 185 OF 1874.

From JOHN NUGENT, Esq., Acting Under-Secretary to Government; to J. GORDON, Esq., Secretary to the Chamber of Commerce, Bombay.

SIR,—I am directed by H. E. the Governor to acknowledge the receipt of your letter of the 28th instant, and to acquaint you that His Excellency fully recognizes the claim of the mercantile community, like that of the other large sections of the population of this Presidency, to be, as far as circumstances will permit, adequately represented in the Council of this Government for legislative purposes, and that it is at all times his wish to obtain the services of gentlemen who, from their position and abilities, can command the respect of the public, and render valuable assistance in the task of legislation.

2. The Chamber of Commerce cannot, however, be ignorant that in many cases the obligation to attend to their private business, and sometimes the special arrangements of mercantile firms, place it out of the power of gentlemen invited to accept seats in the Council.

3. Such difficulties have presented themselves within the last few days, and the Governor can, therefore, only point out that two gentlemen connected with the trade of Bombay,—Mr. Narayen Wassudev and Mr. Bythell—at present hold seats in the Council and assure the Chamber that he will, as heretofore, give full weight to the claims of the mercantile community.—I have, &c.,

J. NUGENT,
Acting Under-Secretary to Government.

Poona, 31st July, 1874.

APPENDIX N.

—:o:—

RATE OF INTEREST DECREED BY COURTS OF LAW.

JUDICIAL DEPARTMENT.—No. 4102 OF 1873.

BOMBAY CASTLE, *29th July*, 1873.

To the SECRETARY of the CHAMBER of COMMERCE, Bombay.

SIR,—I am directed to forward, for the information of the Chamber of Commerce, the accompanying copy of a Resolution, in the Judicial Department, No. 3854, dated 16th inst., and to request that Government may be favoured with the opinion of the Chamber on the points raised in the letter from the Government of India, No. 21—1018, dated 11th June 1873.—I have, &c.,

J. NUGENT,
Acting Under-Secretary to Government.

JUDICIAL DEPARTMENT.—No. 3854 OF 1873.

BOMBAY CASTLE, *16th July*, 1873.

Read the following :—

No. 21—1018.

From A. C. LYALL, Secretary to the Government of India, to the CHIEF SECRETARY to the GOVERNMENT of BOMBAY.

SIMLA, *11th June*, 1873.

SIR,—I am desired by His Excellency the Governor General in Council to circulate the appended extracts from a judgment by the Judicial Committee of the Privy Council, with the Secretary of State's Despatch* regarding one portion of the judgment.

* No. 17, dated 14th March 1873.

2. The last paragraph of the Despatch proposes, for attentive consideration, the whole subject of the rate of interest which Courts of Justice in India are competent to adjudge, independently of agreement between the parties. And from the context, as

supplied by these papers, the point immediately before the Secretary of State appears to have been this—whether any limit shall be set by law to the rate of interest which Courts can decree when no rate has been agreed upon specifically; or when interest is awarded by way of penalty or compensation.

3. At present, it is ordered by Act XXVIII., 1855, Section 2, that "in any suits in which interest is recoverable. . . . . if no rate shall have been agreed upon by the parties, then the amount of interest shall be adjudged at such rate as the Court shall deem reasonable." And the question seems now to be whether the Court's discretion as to the rate of interest which may be awarded, where none has been stipulated, should be limited by any positive enactment.

4. Upon this point His Excellency in Council wishes to be favoured with the opinion of the Government of Bombay.—I have, &c.,

A. C. LYALL,

Secretary to the Government of India.

EXTRACT from a Judgment by the Judical Committee of the Privy Council on the Appeals of Forester and others vs. the Secretary of State for India (Badshapore Suit and Arms Suit), delivered 11th May 1872.

In "The Arms Suit," their Lordships are of opinion, for the reasons already given in the Badshapore suit, that the seizure of those arms and stores was not an act of State, but an act done as under a supposed legal right on the resumption of the Jaidad upon the Begum's death. They think that the evidence shows that the arms and stores were purchased by the Begum, and that there is no authority or evidence to show that those who hold by Jaidad are not entitled to things so purchased. They are entitled to all the rents on performance of a certain duty, which duty ceases on their death, and the next Jaidadhar would be bound to provide arms by virtue of his tenure.

Their Lordships think the decree in this suit should declare the appellant entitled to recover from the Government of India the value of the arms and military stores seized, with interest on such value, from the date of seizure, at the ordinary rate of 12 per centum per annum; and that, unless the parties agree to name a sum as representing such value, or agree to refer to Arbitrators, in this country, the question, what, at the date of the seizure, was the value of the articles seized, the case must be remitted to India, with instructions to the Court there to ascertain such value, and give a decree accordingly. Her Majesty's order on this appeal may be suspended until the parties shall come to a conclusion as to the course to be pursued. The costs in India of each suit will follow the result; and their Lordships think that each party should bear their own costs of these appeals.

No. 17 (JUDICIAL).

Dated INDIA OFFICE, LONDON, 14*th March*, 1873.

From H. M.'s SECRETARY of STATE for INDIA to the GOVERNMENT of INDIA.

Right Hon'ble G. Forester and others, Appellants, *versus* the Secretary of State for India in Council, Respondent. arms Suit.

Your Excellency in Council will receive, by the mail which leaves England on this day, a copy of the Judgment of the Lords of Her Majesty's Privy Council in the appeal noted in the margin.

2. On receiving the short-hand writer's notes of their Lordships' judgment, I observed that, with respect to the value of the arms, Lord Westbury, who delivered it, was represented as having stated that "both parties were wise enough to agree that (the case) should not be remitted to India, but that. . . . this tribunal should exercise the power, with the assent of both parties, of ascertaining the value of the arms, as the principal sum to be paid by the appellants to the respondent, together with interest thereon at 12 per cent." No consent to the exercise of such power by their Lordships had, however, been given by me, nor had any person authority to give it on my behalf, and I was informed that in fact the counsel for the Government of India, acting under my instructions, had expressly contended that the value of the arms should be ascertained in India. Inasmuch, too, as their Lordships, in their first judgment in the suit, had described interest at 12 per cent, as the "ordinary rate of interest" it appeared to me a possible inference from Lord Westbury's language that I had admitted 12 per cent. to be a rate of interest usually adjudged by Courts of Justice in India. I had, however, been advised that payment of interest at such a rate is very rarely ordered by Indian Courts, and only in very extreme or very exceptional cases, and that the old Regulation Law (which, though repealed, is possibly a guide to the discretion of the Courts) provided that in no case should interest be granted to any larger amount than that of the principal sum claimed. On these two points their Lordships appeared to me to be under a misconception of facts, and for this reason and others I thought it most desirable that an attempt should be made to induce their Lordships, if possible, to review and modify their decision, and accordingly I obtained the opinion of eminent counsel on the question whether such a course was open to me. Your Lordship in Council will observe that the opinion which is sent herewith did not recommend this course, or give me any hope of success if it should be adopted. Deeply, therefore, as I regret the new burden thus imposed on the revenues of India, I have given directions for the immediate payment to the plaintiffs in the suit of the principal sum awarded to them, viz., 30,000*l.*, with interest at 12 per cent. since February 1836, amounting in all to 163,318*l.* 7*s.*

3. The whole subject of the rate of interest which Courts of Justice in India are competent to adjudge, independently of agree-

ment between the parties, appears to me to deserve the attentive consideration of your Lordship in Council in your legislative capacity.

IN THE PRIVY COUNCIL.

The Right Hon'ble G. C. WELD FORESTER and others, Appellants, and the Secretary of State for India in Council, Respondent.

ARMS SUIT.

Instructions on behalf of the Secretary of State for India in Council.

You are requested to peruse the accompanying short-hand writer's notes of the proceedings before the Judicial Committee of the Privy Council in this case, of the 30th January last, from which it will be perceived that the principal sum of £30,000 has been ordered to be paid by the respondent, together with the enormous rate of 12 per cent. interest from February 1836. When the case was argued before the Judicial Committee the question of the rate of interest was not much, if at all, discussed, but upon the delivery of their Lordships' judgment, a print of which is sent herewith, such strong reasons for objecting to so high a rate were felt that upon the first occasion of their Lordships' meeting again to discuss the question of arbitration, counsel for the respondent strongly urged upon them that he might be allowed to be heard upon that point; their Lordships, however, peremptorily refused to hear any argument upon the subject.

The Secretary of State in Council feels much aggrieved by the rate of interest imposed, as well as the mode in which this case has been dealt with by the Judicial Committee.

It will be observed by the short-hand notes of the proceedings before referred to, that Lord Westbury stated that both parties had assented to the arbitration of their Lordships with a view to ascertaining the value of the arms. Upon referring, however, to the accompanying short-hand notes of 31st July 1872, this statement would scarcely appear to be justified by the facts.

It will be seen also upon referring to the notes and proceedings of 30th January 1873, that a conversation took place at the Bar as to the payment of the amount awarded being made in England instead of in India, with reference to which the accompanying correspondence has ensued. So much dissatisfaction is felt with reference to these three questions, viz., first and foremost, the rate of interest, secondly, the arbitration in this country, and thirdly, the order for payment in England in spite of the objection of the Secretary of State in Council to its being made there, that it is proposed upon these grounds, or on some one of them which counsel may suggest, that an endeavour should be made to obtain a re-hearing either by a petition for re-hearing, or by motion of counsel, or by any other means which can be devised.

Counsel are accordingly requested to advise—

Whether it is competent to the Secretary of State for India in Council to adopt any of the courses suggested, or

Whether any other course can be adopted for the purpose of

rectifying, if possible, what is felt to be a gross injustice, or in any event of showing the people of India that nothing has been left untried in endeavouring to mitigate the penalty imposed upon them.

OPINION.

1. We do not think that the Court would re-open the question of the amount of interest after their peremptory refusal to hear Mr. Forsyth upon that matter on the 31st of July. If the matter were still open, much, no doubt, might be said upon it.

2. We think that the short-hand writer's notes show that Lord Westbury was mistaken in saying that the parties had agreed that the question of the value of the arms and stores should not be remitted to India, but Lord Westbury was careful to rest the judgment, not only on the consent of the parties, but also on the powers of the Court. His mistake therefore was irrelevant to the judgment, and we do not see that any useful purpose would be served by directing the attention of the Court to it.

3. As to the question whether the money should be paid in England, the Court might possibly reconsider the matter on the presentation of a petition from the Secretary of State; but it would be open to the Court either to say simply that it declined to re-open the matter, or to add that it did so because it considered the Secretary of State bound by the admission of his counsel.

Whether it would be desirable to present a petition for the purpose suggested in the last words of our instructions, is a point on which the Secretary of State must decide as a matter of policy.

W. FORSYTH,
J. F. STEPHEN.

Temple, 7th February, 1873.

No. 24—1108.

From A. C. LYALL, Secretary to the Government of India, to the SECRETARY to the GOVERNMENT of BOMBAY.

SIMLA, 25th *June*, 1873.

SIR,—In continuation of my letter No. 21—1018, dated the 11th instant, I am desired to say that the Government of India will be glad if the question therein raised can be referred for opinion to the High Court or other chief judicial authorities, also to Chambers of Commerce or similar Associations whom the matter may interest, and generally to any persons whom it may be advisable to consult.—I have, &c.,

A. C. LYALL,
Secretary to the Government of India.

RESOLUTION.—Copies of these letters should be forwarded to the High Court, the Bombay Chamber of Commerce, the

Judicial Commissioner in Sind, the Honourable the Advocate General, the Legal Remembrancer and the District Judges, for the favour of early opinion on the points raised.

2. The Revenue Commissioners should also be requested to state to Government their views on the subject and those held by the officers in their divisions whom they may think fit to consult.

JOHN NUGENT,
Acting Under-Secretary to Government.

To
The Registrar of the High Court (by letter).
The Secy. to the Bombay Chamber of Commerce (by letter).
The Judicial Commissioner in Sind
The Honourable the Advocate General.
The Legal Remembrancer.
The District Judges.
The Revenue Commissioner, S. D.
The Revenue Commissioner, N. D.
The Commissioner in Sind.

No. 264 OF 1873.

BOMBAY CHAMBER OF COMMERCE, *27th October*, 1873.

To the SECRETARY to GOVERNMENT, Judicial Department, Bombay.

SIR,—I have the honour, by direction of the Committee of Management of the Chamber, to acknowledge the receipt of the Acting Under-Secretary's No. 4102 of 1873, dated 29th July, forwarding copy of Resolution of Government, dated 16th idem, with papers from the Government of India, on the subject of the rate of interest decreed in Courts of Law, and the expediency of limiting by positive enactment the rate of interest to be awarded, where no rate has been stipulated, and requesting to be favoured with the opinion of the Chamber on the subject.

In reply, I am to state the Chamber is of opinion that a limit should be set by law to the rate of interest which Courts can decree when no rate has been specifically agreed upon, and that the limit should be fixed at the rate of nine per cent. per annum. In the experience of the Committee, a rate of nine per cent. is that usually adjudged by the High Court of Bombay, and there can be no question that nine per cent. may

be generally considered to have been a high maximum rate for a long time past.

In considering this subject, it has occurred to the Chamber that the custom of the Bombay High Court to allow a lower rate of interest after judgment—doubtless in consideration of the security for the debt such judgment affords—occasionally results in injustice to the creditor while, as after judgment any delay in payment cannot be (as it might well be before judgment) owing to a *bonâ-fide* ignorance of his indebtedness on the part of the debtor, there seems really no reason that the debtor should be in any way favoured.

It has further been suggested that some rule permitting moneys in dispute to be invested in Government Securities, and given into the charge of the Court, by any party interested in any suit without the consent of any other party, and without such deposit being allowed in any way to affect the matter at issue, excepting so far as to bar the claim of a successful suiter for any interest in excess of that payable by Government on such paper, would have the effect of enabling defendants and others themselves to limit the rate of interest which they may be called on to pay to what they are actually receiving.—I have, &c.,

JAMES TAYLOR, Secretary.

APPENDIX O.

——:o:——

REGISTRATION OF PARTNERSHIP.

JUDICIAL DEPARTMENT.—No. 5123 OF 1873.

BOMBAY CASTLE, *3rd October*, 1873.

From JOHN NUGENT, Esq., Acting Under-Secretary to Government, Bombay, to the SECRETARY to the BOMBAY CHAMBER of COMMERCE.

SIR,—In continuation of previous correspondence ending with Government letter No. 2260, of 22st April last, regarding the desirability of a legislative enactment for the enforcement of a registration of partnerships, I am directed to forward to you the accompanying copy of a letter from the Secretary to the Government of India, Home Department, Public, No. 2962, dated 15th September 1873, on the subject.—I have, &c.,

J. NUGENT,
Acting Under-Secretary to Government.

No. 2962.

SIMLA, *15th September*, 1873.

From A. C. LYALL, Secretary to the Government of India, to the SECRETARY to the GOVERNMENT of BOMBAY.

SIR,—I am desired to acknowledge the receipt of your No. 2259, dated the 21st April last, in which you enclosed a further representation from the Bombay Chamber of Commerce on the desirability of passing a law which shall make the registration of partnerships compulsory. The Government of Bombay concur in the opinion of the Chamber of Commerce and support their proposal.

2. The course of this correspondence appears to have been as follows. In 1867 the Chamber of Commerce represented the advantage that would result if the registration of all partnerships were enforced by law, and they also touched upon other matters which have

since been abandoned. The Government of India gave a qualified approval to the proposals of the Chamber, but asked for further information on certain points of importance. In prosecuting enquiries, the Government found that the mercantile community was by no means agreed upon the expediency of the proposed changes in the law, and no further steps were taken.

3. The Chamber of Commerce have now renewed their application, and, after careful consideration, the Governor General in Council has arrived at the conclusion that it is not advisable to undertake at present any legislation in this direction. For, before taking steps to alter a law, it is necessary to come to a clear understanding as to the precise object which the proposed change is intended to fulfil, and to look with some circumspection to the whole effect and possible consequences of the measure. Now in the papers before the Government of India the proposals for making registration compulsory make no distinction between the circumstances of joint-stock companies or anonymous partnerships, and those of other partnerships, but seem to apply to the latter class principles which are properly applicable to the former alone. For example:—A private partnership is often formed for the purpose of a single venture. Supposing that two or three persons combine to send a cargo of merchandize from Bombay to Bushire and to bring back another cargo,—in such a case it can hardly be thought desirable that they should be obliged to register themselves, or else be liable to penalties or legal disabilities. Any such regulation would probably be a serious interference with trade. But if none such is contemplated, then the question arises what extent or duration of a partnership ought to bring it within the rule of compulsory registration, and where the line should be drawn. There is, again, the case of an undivided Hindu family. It would not be easy to provide for the registration of their interests in a commercial business. But unregistered interests must either be prohibited by the law or recognized. If prohibited, the Government of India think there would arise great confusion and hardship among Hindu families. If recognized the registration would be very imperfect, if not misleading. It may be said that to make the conditions and usages of Hindu society fit into the new law is only a matter of detail; but it is at any rate a detail of such magnitude that if the principle of the law will not suit it, neither will the principle suit Indian society. And except by testing principles in their application to important details, it is not possible to find out whether they will or will not work practically.

4. According to the papers now before the Government of India, the recommendation of the Chamber of Commerce appears to be based mainly on two grounds: *First*, it is stated that native merchants carry on business under several different firms, really consisting of the same individuals, and that English merchants and bankers are induced to lend money to the different firms, believing that these firms have separate bases of credit, whereas they have only one. *Secondly*, it has happened that English merchants have dealt with persons whom they believed to be partners in certain

firms, but who, when the time of trial came, turned out to be only agents.

5. As to the first case, the Governor General in Council believes that for the same persons to carry on different businesses under different firms is a common and perfectly legitimate process. And, as to the second case, His Excellency in Council understands that if the person dealt with is an ostensible partner, or has so dealt with others that credit has been reasonably given to him, he is liable. In either case the constitution and solvency of the firm to be dealt with, or the position of the person to whom credit is given, whether he is or is not a partner, is a matter to be ascertained by inquiry. And His Excellency in Council must remark that neglect to make so simple and obvious an inquiry could only be evidence of unusual carelessness, from the consequences of which no law whatever could protect people who should transact business in such a manner. I am desired to suggest for the consideration of the Government of Bombay whether it is not likely that whatever additional protection compulsory registration could afford to incautious dealings would be provided at the expense of the more prudent part of the community. For the Government of India do not at present see how any machinery can be adjusted to the purposes which the Chamber of Commerce have in view, without making it to a serious extent burdensome and restrictive upon the partnership operations which desire no such artificial safeguards.

6. I am therefore to say that, for the reasons given above, the Government of India is not prepared to support any system of compulsory registration, until the want of it has been shown to be causing mischief to people of ordinary prudence, and until a system shall have been devised which will not embarrass ordinary commercial business, or interfere with ordinary family arrangements. —I have, &c.,

A. C. LYALL,
Secretary to the Government of India.

BOMBAY CHAMBER OF COMMERCE, 30*th June*, 1874.

To the SECRETARY to GOVERNMENT, Judicial Department, Bombay.

SIR,—I have the honour, by direction of the Committee of Management, to acknowledge the receipt of the Acting Under-Secretary's letter No. 5123 of 1873, dated 3rd October last, forwarding, for the information of the Chamber, copy of a letter from the Government of India (Home Department), No. 2962, dated 15th September, on the subject of a compulsory Registration of Partnerships, in which

it is stated that " after careful consideration, the Governor-General in Council has arrived at the conclusion that it is not advisable to undertake at present any legislation in this direction."

2. After very fully considering the Government of India's letter in all its bearings, the Committee sees no reason to alter the views it had previously expressed in favour of the measure suggested, and trusts that the following additional reasons will induce His Excellency the Governor-General in Council to reconsider his decision.

3. In para. 2 of the letter from the Government of India, it is stated that the Chamber, in the representations it made in 1867, touched upon other matters which have since been abandoned. The " other matters," the Committee presumes, refer to the Memorial from native merchants and bankers praying for a compulsory registration of deeds of trust or gifts, which was supported by the Chamber and forwarded to Government along with its first representation. This important question, however, was merely deferred, not abandoned, as it was not considered expedient to mix up two questions which are in themselves distinct.

4. In the same para. it is stated that " in prosecuting enquiries " the Government of India found that the mercantile community was by no means agreed upon the expediency of the proposed changes in the law, and that no further steps were taken. As regards these enquiries, and the results of them, this Chamber has no information : all the Committee can state on this point is that the original representation of this Chamber was cordially supported by the Chambers of Bengal and Madras, as well as by the leading native merchants in Bombay, and it has no reason to believe that there has been any change of opinion since.

5. In para. 3 it is remarked that " in the papers before the Government of India, the proposals for making registration compulsory make no distinction between the circumstances of joint-stock companies or anonymous partnerships, and those of other partnerships, but seem to apply to the latter class principles which are properly applicable to the former alone ;"—and, in illustration of this, a supposed case

of two or three persons, uniting in a single trading venture between Bombay and Bushire, is adduced to show that such a registration would probably be a serious interference with trade. Now, it was never contemplated that the registration of private partnerships, formed, for special ventures, such as the example above given, should be made compulsory, but only the registration of regular standing firms. By a firm is understood to be one man, trading in his own or in another name, or a confederation of persons trading under one common name or style. The Government of India then proceeds to say—"The question next arises, what extent or "duration of a partnership ought to bring it within the "rule of compulsory registration, and where the line "should be drawn." The Committee of this Chamber is respectfully of opinion that no difficulty need be apprehended on the point whether the partnership is one which may continue only at the will of the parties, or whether it is one for a fixed term of years according to agreement between them: in either case there is a partnership, and all that is asked for is that there should be a registration of the partners while the partnership lasts, and an announcement noted in the books of the Registrar of any change, when changes are made, or when the partnership is dissolved.

6. In the same para. of the Government of India's letter "the case of an undivided Hindu family" is referred to, and reasons are given to show that "it would not be easy to "provide for the registration of their interests in a com-"mercial business." There would, it is true, be difficulty in some cases, but such difficulties as might arise are surely not insuperable. For the registration of all the members of a Hindu family would not be impossible: or a system might be applied to them similar to that of limited liability companies, which are always represented by an individual who is authorised in a valid manner to act; and he should be bound to file a list of the names and interests of all those for whom he is acting, when registering his own name as managing member of the family and its representative in the firm. Hindu families might, moreover, be dealt with as "commanditaires;" in which case the undivided property would only be liable, or only liable to a certain extent. By adopting these measures, anything in the shape of confusion or

hardship would be avoided ; and as the various members of undivided Hindu families are all benefitted by the profits of the business conducted by their representative, it is only fair and reasonable that they should be liable for losses when these are incurred, and not allowed, as is now the case, to escape payment of just debts, simply because no documentary evidence of any kind is in existence to prove the liability of the whole family. In this way, creditors have frequently to accept, in cases of failure, a very small dividend, perhaps, from the person or persons with whom they were *actually* dealing, while the family property is allowed to go free, owing to there being really nothing to show that the bankrupt was trading both for himself and the other members of the family. Further, it has very often happened that partners of native firms, who for years have shared the profits of the firm, have in, case of insolvency, ranked as creditors on the estate, and thus deprived the creditors in a two-fold manner of what was due to them merely because it was impossible to prove that they were partners in the firm.

7. Registration of firms is required by law on the Continent of Europe, and the Committee is still of opinion that a Registration Act for this country is also necessary—particularly for the Presidency towns of Calcutta, Madras, and Bombay. The system of compulsory registration would have the effect of facilitating commercial intercourse between the European and Native mercantile communities. Litigation and much loss of time and labour would be avoided ; and there seems to the Committee to be no reason to doubt that, after a very short experience, native firms would themselves appreciate the advantages of registration in the same way and for the same reasons as they are already appreciated by European firms.

8. The Government of India is apparently under the impression that the object of the Chamber in desiring the enactment is to protect them, in their dealings with native firms, from the consequences of not exercising ordinary vigilance and care, and dwells upon the supposition that private inquiry is all that is necessary to obtain reliable information respecting the constitution of native firms. But the Chamber's recommendation arose after its members had been convinced of the advisability of the measure from long busi-

ness experience and dealings of years, for it is against their interest to ask for measures which would in any way prove burdensome or restrictive to partnership operations. The Committee respectfully submits that neither precaution nor care avails to protect one from imposition and loss in dealings with native firms, among whom deeds of partnership are rather the exception than the rule, who rarely notify any changes in partnerships, and who in numerous instances conduct their business anonymously—particularly when caste sympathy and combination are remembered, when the onus of proving a partnership rests, according to the English law, upon the plaintiff, when the creditor has no documentary evidence to put in, and when the debtor cannot be compelled to produce his books until he is adjudicated an insolvent. The supposition has probably arisen from a belief that the native modes of conducting business are similar to those which obtain in England. But these are so dissimilar in their nature that no comparison can hold. The native system originated under former dynasties or governments when no insolvent laws existed; and this doubtless accounts for their inveterate and peculiar habits of secresy in partnership operations, such as trading in the names of infants and minors, of persons with whom they have no business connection, or of persons who were never known to have existed. In England, where publicity is sought after as the basis of credit, the constitution and solvency of the firm to be dealt with, or the position of the person to whom credit is given, whether he is or is not a partner, is, the Committee readily admits, a matter to be ascertained by inquiry; but this line of argument is wholly inapplicable to India, where the system of business has its origin in secresy, and where the records of the courts of law afford ample evidence of the impossibility of proving a partnership.

9. The Committee, with all deference, submits that the want of a system of compulsory registration of firms is, in existing circumstances, causing mischief to ordinary people. It impedes free mercantile intercourse and restricts business; and among the sufferers are often to be found the most cautious people, who invariably make every possible enquiry respecting the position and solvency of persons applying for credit.

10. For the ressons above given, the Committee ventures

to hope that the Government of India will now be prepared to support a system of compulsory registration of firms, and they direct me to ask you to be so good as to submit this communication to H. E. in Council, with their respectful request that he will forward the same to the Government of India, with any expression of approval or support that H. E. in Council may be pleased to pass thereon.—I have, &c.,

JOHN GORDON, Secretary.

E. LORD, Chairman.

APPENDIX P.

—:o:—

RAILWAY CARTING AGENCY.

BOMBAY, 31*st July*, 1874.

To J. GORDON, Esq., Secretary, Bombay Chamber of Commerce.

SIR,—We the undersigned merchants beg to draw the attention of the Committee of the Bombay Chamber of Commerce to the necessity for combined and decided action being taken by the whole mercantile community, European and Native, in order to induce or compel the G. I. P. Railway Company and the B. B: & C. I. Railway Company to make more equitable carting arrangements, to provide better station accommodation for the goods traffic in Bombay, and to prevent the over-loading of the bullock carts, and the gross ill-treatment of the bullucks employed in carting the goods brought into Bombay by railway.

Numerous representations showing the injustice caused by the present carting contracts have been made to the Railway Companies by merchants, both individually and by Memorials with many signatures attached; but these representations have been almost entirely disregarded. No appreciable amelioration of the evils of which we complain has been effected, and in many cases no reply has been given by the Railway Companies to the letters addressed to them by merchants on the subject.

It is in fact evident that unless the merchants act much more energetically than they have done hitherto, their interests and their rights will continue to be completely ignored. The native gentlemen whose signatures are attached to this letter at first thought of memorializing Government, pointing out the injustice to which they are being subjected, but hearing that the Chamber of Commerce is also intending to take the matter up, they have now decided to ask the Chamber to co-operate with them.

We beg, therefore, to suggest that, as the question is one

of great importance both to the members of the Chamber and to all the other merchants of Bombay, the best way of dealing with it would be for the Committee of the Chamber to call a Public Meeting in the rooms of the Chamber at an early date. A full discussion would then ensue, and suitable resolutions be passed. A similar course of procedure has been adopted by the Chamber on more than one previous occasion when a mercantile question of great public interest necessitated united action, and we hope that the Committee will agree to the request now made and call a Public Meeting at an early date.—We are, &c.,

CURSANDAS VULUBHDAS,

NARANDAS RAJARAM & Co., and others.

No. 222 OF 1874.

BOMBAY CHAMBER OF COMMERCE, *7th Sept.*, 1874.

To Messrs. CURSANDAS VULUBHDAS, and others.

GENTLEMEN,—On Saturday, the 29th ultimo, I received your letter, dated 31st July last, drawing the attention of the Committee to the necessity for combined action being taken by the whole mercantile community to induce or compel the Railway Companies (1) to make more equitable carting arrangements; (2) to provide better station accommodation for the goods traffic in Bombay; and (3) to prevent the overloading of the bullock carts and the gross ill-treatment of the bullocks employed in carting the goods brought into Bombay by railway; and suggesting that the Committee of the Chamber should, as the best way of dealing with the questions, call a Public Meeting in the rooms of the Chamber.

The Committee, having carefully considered your representation, direct me to state that, with reference to the first proposition to induce or compel the Railway Companies to make more equitable carting arrangements, they would most gladly have called a Public Meeting, in order that the question might be fully discussed and suitable resolutions passed upon it, if it had still been desirable to adopt such a course in order to promote the attainment of the object in view. But as the Government of India has already moved in the matter, and

as the local Government, in their letter to the Government of India, dated 28th April 1874, published in the newspapers of the 20th ultimo, has stated that the best way of dealing with the objections raised by the Railway Companies against the abolition of the Carting Agencies, and a more satisfactory adjustment of the rebate, will be considered before the contracts are renewed, the Committee consider that any action on the part of the Chamber is now unnecessary.

With regard to the over-loading of the bullock carts and the gross ill-treatment of the bullocks, the Committee desire me to say that much as they might individually sympathize with any movement for the more effectual suppression of such offences, it is not within the scope of the business of the Chamber to deal with them. The law, however, is very clear on the point, and you, in common with all Her Majesty's subjects, have therefore the remedy in your own hands. The Police Amendment Act No. 48 of 1860, Section 21 enacts:—"Whoever cruelly beats, ill-treats, abuses or tortures, or causes or procures to be cruelly beaten, ill-treated, abused or tortured, any animal shall, for every such offence, be liable to a fine not exceeding Rs. 100, and in default thereof to imprisonment with or without hard labour for a period not exceeding three months."

But with regard to the third proposition to induce or compel the Railway Companies to provide better station accommodation for the goods traffic in Bombay, the Committee desire me to say that on no previous occasion has this important question been brought before them for consideration, and they will be glad to be favoured with more detailed information to enable them to deal with it, and, if deemed advisable, to make a representation on the subject to Government.—I have, &c.,

J. GORDON, Secretary.

APPENDIX Q.

—:o:—

THE STEAM VESSEL SURVEY AMENDMENT ACT 1873.

No. 254 OF 1873.

BOMBAY CHAMBER OF COMMERCE, 15*th October*, 1873.

To W. LEE-WARNER, Esq., Private Secretary to His Excellency the Governor of Bombay, Gunesh Khind.

MY DEAR SIR,—I am desired by the Committee of Management to enclose herewith copy of a telegram which, by their direction, I have just despatched to your address, asking whether His Excellency the Governor will do the Chamber the favour to withhold his assent from the Steamer Survey Bill till the General Meeting called for the 23rd instant has been held. At a Meeting of the Members of the Chamber held yesterday, it was considered that there has been a misconception in regard to one of the clauses of the Bill, and they are strongly of opinion that when the matter is fully explained to His Excellency, he will be willing to consider the point to which so much objection is taken.—I am, &c.,

JAMES TAYLOR, Secretary.

No. 253 OF 1873.

Copy of Telegram.

BOMBAY CHAMBER OF COMMERCE, 15*th October*, 1873.

"Kindly ascertain whether His Excellency the Governor will defer giving assent to the Steamer Survey Bill till after the Special General Meeting of the Chamber called for the 23rd instant to consider the subject has been held.

Reply to Telegram.

From PRIVATE SECRETARY to HIS EXCELLENCY the GOVERNOR of BOMBAY, to the SECRETARY, CHAMBER of COMMERCE.

GUNESH KHIND, POONA, 15*th October*, 1873.

Governor will certainly comply Chamber's request.

No. 258 OF 1873.

BOMBAY CHAMBER OF COMMERCE, *23rd Oct.*, 1873.

To W. LEE-WARNER, Esq., Private Secretary to His Excellency the Governor of Bombay.

MY DEAR SIR,—I am desired by the Committee of Management to forward herewith, for the information of His Excellency the Governor, copy of a Resolution on the subject of the Steam Ship Survey Bill—passed unanimously at a Meeting of the Members of the Chamber held this day,—and to request you will be kind enough to ascertain whether it will be more agreeable to His Excellency to receive a deputation, or a further communication on the subject.

If the former, the Committee will be obliged by His Excellency appointing a time to receive the deputation; any day will be convenient for them, except Monday, which is mail day.—I remain, &c.,

JAMES TAYLOR, Secretary.

"RESOLUTION.—That the Committee be instructed to take such measures as may be thought fit to bring about the limitation of the Government Survey of Steamers to such steamers as, having no Board of Trade Certificate, or having sustained injury or damage, or being found unseaworthy or inefficient, are intended to carry passengers; but that in endeavouring to obtain this assimilation to the law prevailing in Great Britain, care be taken that the passing of the present Bill No. 9 of 1873 be not materially delayed, as although in the opinion of this Chamber the relief it gives to those affected by Act No. 2 of 1864 is insufficient, it is better than none."

APPENDIX R.

—:o:—

THE PATTERN POST FROM INDIA TO THE CONTINENTAL STATES OF EUROPE.

NOTICE.

Under instructions from the Director General of the Post Office of India, the limit of weight for Pattern Packets to Italy and to countries served through Italy and France, as laid down in the Indian Postal Guide, dated 1st April 1873, has been altered as follows, and will come into force at once :—

COUNTRIES.	Limit of weight for Pattern Packets as published in the Indian Postal Guide.		COUNTRIES.	Limit of weight for Pattern Packets now to come into force.	
	Viâ Italy.	Viâ France.		Viâ Italy.	Viâ France
Italy	5 lbs.	...	Italy	10 ozs.	...
Denmark	3 ,,	3 lbs.	Denmark	10 ,,	8 ozs.
Heligoland	3 ,,	...	Heligoland	10 ,,	...
Holland	5 ,,	5 lbs.	Holland	10 ,,	8 ozs.
Norway	3 ,,	8 ozs.	Norway	10 ,,	8 ,,
Sweden	3 ,,	3 lbs.	Sweden	10 ,,	8 ,,
Switzerland	5 ,,	5 ,,	Switzerland	10 ,,	8 ,,

A special concession has been made as regards samples of *Cotton* addressed to Italy itself, which may be sent up to a maximum weight of 17½ ounces.

C. A. STUART, Postmaster.

Bombay, General Post Office, 15th April 1874.

No. 4673 OF 1874.

BOMBAY POSTMASTER GENERAL OFFICE,

31*st March*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE.

SIR,—With my letter No. 15778, dated the 28th September 1872, I sent for the information of the Chamber a copy of the Director General of Post Office in India's letter No. 3209, dated 18th September 1872, and I now beg to intimate the result of that officer's reference to the heads of the Post Office in the several countries of Europe as follows.

2. Except that the limit of weight for Pattern Packets from India to Italy and to Foreign Europe through Italy has been increased from 8 ozs. to 10 ozs., and that a concession has been obtained as regards samples of *Cotton*, addressed to Italy itself by the route called *through Italy*, which may be sent up to a maximum weight of 17½ ounces, the reference has not been attended with success. Indeed, the assumption made by this office, in the absence of information to the contrary, that Pattern Packets for the countries, noted in the margin, might be sent up to the weights noted opposite to each, has proved to be an erroneous one, and, the maximum limit of 10 ounces, referred to above, must apply in future to those places in respect to samples sent through Italy.

	lbs.
Denmark	3
Heligoland	3
Holland	5
Italy	5
Norway	3
Sweden	3
Switzerland	5

3. The changes requisite will all appear in the new edition of the Postal Guide now in the press.

4. The Italian Post Office, while expressing regret at their inability to meet the wishes expressed by this office, explains that "this limit (10 ozs. for Pattern Packets) is generally established in the arrangements in force between Italy and the countries to which Italy serves as a medium to the Indian Post Office.

5. The French Post Office also expresses regret, and points out that "this limit (8 ozs. for Pattern Packets) "was settled on the one hand by our interior legislation, and

"on the other by postal conventions concluded between "France and other States."

6. And, finally, the Austrian Post Office writes as follows, under date 11th December 1873 :—"I regret very much not to be able to acquiesce, since in Austria, as well as in all countries, the correspondence of which is forwarded through Austria, the limit of the weight for Patterns is fixed at 250 grammes (8 ounces)."

7. I am sorry at the failure of the negotiations undertaken.—I have, &c.,

J MACFARLANE,
Officiating Postmaster General.

No. 53 OF 1874.

BOMBAY CHAMBER OF COMMERCE, 14*th April*, 1874.

To J. MACFARLANE, Esq., Officiating Postmaster General, Bombay.

SIR,—I am directed by the Committee of Management to acknowledge the receipt of your letter No. 4673 of 1874, dated 31st March, informing the Chamber of the result of the Director General's reference to the heads of the Post Office in the several countries of Europe, to which attention was drawn in my letter of 15th June 1872, as countries with which it seemed desirable that the privileges of the Pattern Post should be placed on a more liberal footing.

The Committee regret to learn from your letter under acknowledgment that the representation made by the Director General has been unsuccessful; but they desire me to return you their best thanks for the trouble that has been taken by the Director General and yourself in the matter.—I have, &c.,

JAMES TAYLOR, Secretary.

APPENDIX S.

——:o:——

COTTON FRAUDS ACT.

REVENUE DEPARTMENT.—No. 780 OF 1874.

BOMBAY CASTLE, *12th February*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE, Bombay.

SIR,—I am directed to forward, for the information of the Chamber of Commerce, the accompanying copy of the Annual Administration Report of the Cotton Department, for the year 1872-73, and of the Resolution No. 778 of this date, passed thereon by Government.—I have, &c.,

E. JAMES,
Acting Under-Secretary to Government.

COTTON ADMINISTRATION REPORTS.

REVENUE DEPARTMENT.—No. 778.

BOMBAY CASTLE, *12th February*, 1874.

MEMORANDUM from the Inspector-in-Chief, Cotton Department, No. 131, dated February 1874,—Forwarding printed copies of his Annual Report No. 1229 of 24th December 1873, on the administration of the Cotton Department for the year 1872-73.

RESOLUTION.—The main facts contained in this report have already been summarized in the General Administration Report for the entire Presidency, and need not be recapitulated

2. Much of the report is taken up with a discussion of the question of the necessity for maintaining the special arrangements for suppressing frauds in the cotton trade. It is the intention of Government, before coming to a decision on this matter, to refer the subject to a Commission, who will be requested to take evidence and report the conclusions they have arrived at, after ascertaining the views of those best qualified to offer an opinion.

3. In the meantime, copies of this report are to be forwarded to

the Secretary of State, the Government of India, and the Chamber of Commerce, and placed on the Editors' table.

F. S. CHAPMAN,
Chief Secretary to Government.

To
The Inspector in-Chief, Cotton Department,
The Government of India,
The Secretary of State for India, } By letter.
The Chamber of Commerce,

No. 261 OF 1873.

BOMBAY CHAMBER OF COMMERCE, *25th October*, 1873.

To the Hon'ble F. S. CHAPMAN, Chief Secretary to Government, Bombay.

SIR,—In reference to your No. 684 of 1873, Revenue Department, dated 6th February last, forwarding copy of Government Resolution, No. 682 of 1873, on the subject of the maintenance of the Cotton Frauds Act; together with copy of the letter from Government to the Chamber of Commerce, Liverpool, dated 6th February 1873, and requesting to be favoured with the views of the Chamber thereon, in October idem.

I have now the honour, by direction of the Committee of Management, to state, for the information of His Excellency in Council, that a select Committee of Members of the Chamber was appointed at a General Meeting, held on 16th July last, to take the Resolution of Government, dated 6th February, into their consideration, and to report on the subject of the same to the Chamber any time before, or at, the Annual Meeting in October.

At the Meeting in question, which was held on the 14th instant, the Select Committee referred to submitted their report,* and the following resolution was unanimously passed thereon :—

* For the Report of the Committee, see Chamber of Commerce Report 1872-73, page 241.

"That the report of the Select Committee be received, and a representation in accordance therewith be made by the Committee of Management to Government."

In placing this resolution, and the report to which it refers, before His Excellency in Council, I am directed by the Com-

mittee of Management respectfully to draw attention to the concluding paragraph of the report, recommending the abolition of the office of Inspector-in-Chief and the transference of the inspecting staff in Bombay to the cotton-growing districts: on these points there is entire unanimity of opinion in the mercantile community, and the Committee earnestly hope the recommendation may receive the early and favourable consideration of Government.

From the information submitted to the Chamber, it appears no opinion could be formed regarding the effect of the change made by Government in placing the Inspectors "under the exclusive orders of the Collector of the district in which they hold their appointments," instead of the Inspector-in-Chief, in consequence of the very short time it was in operation before the close of last cotton season; but the change made is generally approved, and it is hoped that it may produce better results than were obtained under the former arrangements.

By abolishing the office of Inspector-in-Chief a considerable saving will be effected, while the placing of the Inspectors generally under the Collectors will have made those officers servants of the State in a more strict sense than was formerly the case; and as it seems now generally acknowledged that it is for the benefit of the revenue and the public interests that the cultivation and preparation of cotton should receive State care, as well as other branches of Agriculture. The Committee trust His Excellency in Council may see his way to relieve the cotton trade from the burden of the present export fee, by making the cost of the reduced establishment a charge on the general revenue in the same way as in the case of any other officers on the establishment of the Collectors.—I have, &c.,

JAMES TAYLOR, Secretary.

REVENUE DEPARTMENT.—No. 6130 OF 1874.

BOMBAY CASTLE, 21*st November*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE, Bombay,

SIR,—In reply to your letter, dated 30th ultimo, I am directed to forward the accompanying copies of reports, received from the Chambers of Commerce, Liverpool and Manchester,

dated respectively the 2nd September and 28th November 1873, and to state that no replies have been received from the Chambers of Commerce, London and Glasgow, to the reference made to them for an expression of their opinion as to whether the Cotton Frauds Act should be maintained or placed in abeyance.—I have, &c.,

E. JAMES,
Acting Under-Secretary to Government.

CHAMBER OF COMMERCE, LIVERPOOL, *2nd September*, 1873.

To E. W. RAVENSCROFT, Esq., Acting Chief Secretary, Bombay Government, Bombay.

SIR,—I am directed by the Council of the Liverpool Chamber of Commerce to say, in reply to your letter of the 6th of February last, that while they are glad to find that measures continue to be adopted by the Bombay Government for the suppression of fraudulent packing of cotton at Bombay, and while admitting that the quality and condition of the cotton imported this season compare favourably with the produce of previous years, they refrain from offering any opinion as to what steps should be taken with regard to the modification or otherwise of the Act itself, as that is a question belonging more properly to the local commercia bodies to decide.—I have, &c.,

WILLIAM BLOOD, Secretary.

CHAMBER OF COMMERCE, MANCHESTER, *28th Nov.*, 1873.

To E. W. REVENSCROFT, Esq., Acting Chief Secretary to the Government, Bombay.

SIR,—On the 31st ultimo I despatched a telegram from this Chamber in the following words, addressed to Major Moore, Cotton Department, Bombay, viz.:—

"Chamber's report Cotton Frauds Act preparing—will post you shortly."

The telegram—which I now beg to confirm—I presume reached its destination.

The Directors regret that their reply to your circular letter of the 6th February last, on the subject of the Cotton Frauds Act, 1863, should have been so long delayed, but the protracted discussions which have arisen on a consideration of the Act, have rendered an earlier reply impracticable.

The subject as set forth in the second paragraph of your circular letter to the Chamber at Liverpool, viz., whether the Act should be cancelled, modified, or "maintained as it at present exists," was originally remitted to a Sub-Committee of six members of the

Board; but in consequence of the absence of one of the members, the duty devolved on the five who remained, and who constituted the Committee.

Ultimately, or after several sittings, the Committee, by a majority of one, passed a report—copy of which I send you herewith.

This report which, as you will find, warmly approved the Act and deprecated its withdrawal, was, however, not endorsed by the Board, but, on the contrary, two of the dissentient members of the Sub-Committee proposed and carried at a Special Meeting of the Directors the following resolution, which was adopted in its place, by a majority of 5 votes, out of 19 Directors present; and which I am now instructed to forward to you as "the reply of the Chamber" to the letter of His Excellency the Governor of Bombay in Council.—I have, &c.,

THOMAS BROWNING, Secretary.

CHAMBER OF COMMERCE, MANCHESTER, 28*th November*, 1873.

COPY of Report of Sub-Committee of the Chamber appointed by the Board to report on the Bombay Cotton Frauds Act 1863.

On its presentation to the Board of Directors it was *not* adopted, but in its place a resolution sent herewith, and which was passed by a majority of 5 in a Meeting of 19 Directors.

REPORT OF COMMITTEE TO THE BOARD OF DIRECTORS.

The Committee beg to recommend that the following report be sent on behalf of the Chamber as a reply to the letter addressed to the Chamber by His Excellency the Governor of Bombay in Council.

The Directors of the Manchester Chamber of Commerce have given their best attention to the important questions you have put to them on the subject of legislative measures for preventing frauds in Indian cotton, and they have had the great advantage of receiving replies to inquiries made from some of the largest consumers of that article, and from the principal cotton brokers and merchants in Liverpool.

The testimony they have collected from the consumers is singularly unanimous in favour of maintaining all those legal checks against fraud which are now in operation, and confirmatory of the beneficial results which have flowed from the administration of the Cotton Frauds Act of 1863.

Within the past few years there has been a marked improvement in the condition of Indian Cotton. Many causes have combined to produce the salutary change. Some of the causes are of so permanent a character as to justify the Directors in stating that in the absence of wilful fraud the quality of the staple could hardly sink to so low a degree as it existed at a period prior to the year 1857.

The improvement has been so great in the mode of cultivation, in the machinery for cleaning, and in the means of transit, that no

excuse ought to be made for cotton being shipped in an inferior condition.

The Directors, however, feel bound to state the opinion that there yet remains a necessity for legislative supervision over the dishonest cultivator and trader, and they view, with great apprehension, the possibility of the abrogation of a law which has undoubtedly contributed in a marked degree to the present favourable estimation of the Indian staple in the mind of the English consumer.

They may remark that the adulteration in American cotton during the past year has been unexampled in the annals of commerce, and the cry is becoming urgent for legislative interference for protection against the gross fraud and adulteration now so prevalent in that vast cotton-growing country.

Indian cotton now holds an honourable position in Lancashire for fair packing as compared with American cotton. The consumer of Indian cotton can calculate with accuracy from the inspection of samples, the loss which will accrue in the various processes of manufacture; but as regards American cotton, the adulteration is so scandalous that an estimate of the cost of working it cannot possibly be formed.

Instead, therefore, of repealing the Indian Act, the Directors would earnestly promote a similar enactment for the United States

They think that it is unnecessary to make the Act more penal, but they would suggest that such alterations be made as experience in the working of it may suggest.

They recommend that in order to nip fraud in the bud, there should power be given to the Inspector to cancel for a season the licence granted to pressing firms convicted of fraud, and that the owners of Gins and of Half-presses be required to take out a licence, and be made amenable to law, equally with the proprietors of Presses. It also seems to them desirable that the Magistrate should be empowered to decide, upon evidence, the question of fraudulent intent.

The Directors scarcely think it necessary to refer to the item of expense. The consumer is the person upon whom the cost ultimately falls, and he is quite willing to bear the very moderate charge, which the administration of the law entails, for the sake of the undoubted benefits which the law has been the means of producing.

COPY of Resolution passed at a Special Meeting of the Board of Directors held on Monday, November 24, 1873.

RESOLVED: That from information received, the Directors believe that the condition of the cotton imported from Bombay has, during late years, materially improved; but they also believe that this may, in some measure, be attributed to the natural opera-

tions of trade, and the facilities now afforded to European merchants for dealing in the interior of India.

That the Directors are not at present prepared to recommend the absolute repeal of the Cotton Frauds Act 1863; preferring that the Bombay Government should institute such modifications therein as the circumstances within their immediate knowledge may appear to suggest.

A true extract from the Minutes of Meeting held on November 24, 1873.

THOMAS BROWNING, Secretary.

Chamber of Commerce, Manchester, Nov. 28, 1873.

[True Copies.]

E. JAMES,
Acting Under-Secy. to Govt.

APPENDIX T.

———:o:———

ARBITRARY PROCEEDINGS OF THE COTTON DEPARTMENT AT DHOLLERA.

BOMBAY, 25*th February*, 1874.

To JAMES TAYLOR, Esq., Secretary, Bombay Chamber of Commerce.

DEAR SIR,—We beg to hand you herewith enclosed copy of a letter, which we have this day addressed to Government, complaining of the arbitrary and absurd conduct of the Cotton Department officials at the port of Dhollera.

We respectfully suggest that the Chamber should take immediate action on the subject, as every day's delay will be injurious to trade, and may inflict heavy losses on the merchants trading with Dhollera.

We hope that the Committee will decide to send in at once an urgent, though respectful, remonstrance to Government.

The Committee will see the statement of the whole case in the enclosed copy, and we need not, therefore, go into details here.—We remain, &c.,

GADDUM & Co.

BOMBAY, 25*th February*, 1874.

From Messrs. GADDUM & Co. to the CHIEF SECRETARY to GOVERNMENT, Revenue Department, Bombay.

SIR,—We have the honour to request that you will draw the attention of Government to the vexatious and arbitrary behaviour of the Inspector connected with the Cotton Department at the port of Dhollera.

On the 5th ultimo we wrote to the Collector of Ahmedabad stating that the Cotton Inspector at Dhollera refused to allow our agent there to despatch some old crop cotton of low quality (which he had purchased) without first beating the cotton to take the leaf out.

At the end of each season there always remains in the districts a quantity of old crop cotton of low quality (the accumulation of

repeated rejections) which, though imperfectly cleaned by the gins and dark in colour from the action of damp during the monsoon, is a sound merchantable article, and will, if exported without being put through any further cleaning process, bring a very fair price in the European markets.

We mentioned to the Collector of Ahmedabad that we had in previous years made expensive experiments in order to see whether cotton freed from leaf by an "opener" would not repay the cost of the cleaning, and sell better than if shipped without being put through any process of the kind; but that we had found that although the dirty cotton readily found a market, we were quite unable to sell the cleaned cotton at a fair price, and had eventually to sell it at a very heavy loss. We stated, also, that the cotton which the Dhollera Inspector wished to have "joored" or beaten on "charpoys" was not adulterated, as that term is defined in Act IX. of 1863, that is to say, was not mixed with seed, dirt, stones, or other foreign matter, but was merely, as the last portion of every crop is, somewhat badly ginned.

On receipt of our letter, the Collector of Ahmedabad replied as follows :—

"Messrs. Gaddum & Co. are informed, in reply to their applica-
"tion dated 6th instant, that the necessary instructions have been
"issued to the Sub-Inspector of Cotton at Dhollera."

And as the Inspector allowed the cotton to be removed, we considered that the Cotton Department admitted the force of our statements to the effect that it would be unwise to make a merchantable article unmerchantable by beating it with sticks and injuring the staple.

We were consequently much surprised to receive a letter from our Dhollera house, dated 19th instant, stating that the Cotton Department had six days previously taken possession of eight bales of low class cotton which we had bought at Dhollera, and were about to despatch to Bombay. On the 21st our Dhollera house again wrote, saying a summons to attend at Dhundooka before a Magistrate had just been received, *i.e.*, about eight days after the cotton was seized.

The Act says that any one adulterating cotton, or offering adulterated cotton for compression, shall be punishable; but we scarcely think Government ever intended the Act to be made use of in the way we have described.

When the stocks of a cotton crop are nearly exhausted, there will always be a small quantity of low cotton left over in the districts at the very last, and it cannot be the intention of Government that the cotton shall be either so damaged by attempts at cleaning as to become unsaleable, or forced to remain in the country until the staple has rotted away. The prices we have been paying for the cotton left an ample margin for the inferiority in quality, and the loss entailed on the owners by being forced to sell at a greatly reduced price as compared with the value of good cotton must, and we know does, exercise a deterrent effect. The last Dhollera crop was, as a whole, exceptionally good and well cleaned; but, no matter how

good the crop, there will always be some low stuff on hand at the close of the season.

The cotton seized is in half-pressed bales, and would have been full-pressed here in Bombay. The officers of the Cotton Department are constantly in the press-house in Bombay watching our cotton, and know that we sort it into different qualities here, and mark the bales accordingly. Indeed, the Inspector-in-Chief was down at the press-house a few days ago looking at some bales of Dhollera of low quality, about which a report had been made to him by his subordinates.

We respectfully submit, therefore, for the consideration of Government, whether the Cotton Department would not have been acting more fairly and wisely if they had had the case tried by an experienced Magistrate here rather than at an out-of-the-way place like Dhundooka, where we cannot have our interests represented by counsel. We, as well as other shippers, are regularly passing old crop cotton quite as inferior as the eight bales in question, and a case could therefore be prepared in Bombay at any moment.

We notice that in the Administrative Report of the Cotton Department for the year 1872-1873 the Inspector-in-Chief suggests that Government should allow the Department to put the letter of the Act in force, should make it criminal to purchase adulterated cotton; and the case to which we have called the attention of Government shows that the principle (whether with or without Government consent we of course do not know) is now being enforced.

We maintain, however, that in our case the cotton is not adulterated, that it is merely as inferior as the last portion of the crop may reasonably be expected to be. We may mention that two experienced European cotton selectors resident in Dhollera—Messrs. Harison and Blodwell—signed a certificate stating that "the cotton although of low classification was perfectly merchantable, and that jooring the cotton would have had the effect of seriously damaging the staple and chapping up the leaf, and instead of improving would have depreciated its value and rendered it difficult of sale." The original certificate was forwarded to the Collector of Ahmedabad by our Dhollera branch.

We respectfully urge Government to make immediate inquiries in order to prevent the trade of the port of Dhollera from being permanently injured. The whole value of our eight bales of cotton is only about Rs. 700 to Rs. 800, and consequently even should the Magistrate decide that the purchasing of inferior quality cotton be punished by the confiscation of the property we shall not be great losers; but if the Department is allowed to continue its present irritating and oppressive policy, the trade will be driven away to Bhownugger and other neighbouring ports in native territory. The busy season for the new crop is just commencing in the Dhollera districts, and immediate action is imperatively needed.

We annex a copy of the letter we addressed to the Collector of Ahmedabad on the 6th January last.—We have, &c.,

GADDUM & Co.

No. 26 of 1874.

BOMBAY CHAMBER OF COMMERCE, *27th February*, 1874.

To Messrs. GADDUM & Co., Bombay.

DEAR SIRS,—I have to acknowledge the receipt of your letter of 25th instant, handing copy of a letter you had addressed to Government, complaining of the arbitrary proceedings of the Cotton Department at Dhollera, and suggesting that the Chamber should take immediate action in the matter by making a remonstrance to Government on the subject.

Your letter, with its accompaniments, was duly laid before the Committee, and I have now to inform you that under their instructions I have addressed a letter to the Chief Secretary to Government, stating the character of the complaint made against the officials at Dhollera, and requesting that His Excellency in Council may be pleased to take immediate steps to put a stop to the unnecessary and obstructive interference of the Cotton Inspector with the cotton trade of Dhollera, so justly complained of in your letter to Government dated 25th idem.—I remain, &c.,

JAMES TAYLOR, Secretary.

No. 25 of 1874.

BOMBAY CHAMBER OF COMMERCE, *27th February*, 1874.

To the Hon'ble F. S. CHAPMAN, Chief Secretary to Government, Bombay.

SIR,—I have the honour, by direction of the Committee of Management of the Chamber of Commerce, to call the attention of Government to the proceedings of the Cotton Inspector at Dhollera, who has taken upon himself to seize cotton of an inferior class belonging to Messrs. Gaddum & Co., on the ground that the cotton was adulterated.

According to the representation made to the Chamber there was no adulteration of any sort, the cotton consist-

ing merely of the remains of last year's Dhollera cotton crop, inferior in quality no doubt, but merchantable, and a description of cotton that is often acceptable to spinners for various purposes.

To invoke the Cotton Frauds Act in cases like the one referred to, where it can have no proper application, is simply to obstruct the business of merchants and cotton agents in the Mofussil, and to inflict serious injury on the cotton trade itself in districts under the British Government. Indeed, the Committee have little doubt that if these arbitrary proceedings are persisted in, the trade will be driven from Dhollera to the neighbouring Native States, where merchants and agents will be free from such vexatious interference.

I am directed by the Committee respectfully to request that His Excellency in Council may be pleased to take immediate steps to put a stop to the unnecessary and obstructive interference of the Cotton Inspector with the cotton trade at Dhollera, so justly complained of by Messrs. Gaddum & Co.—I have, &c.,

JAMES TAYLOR, Secretary.

DECISION.

This is a complaint under Section 8 of Bombay Act IX. of 1863, against the representative at Dhollera of Messrs. Gaddum & Co. of Bombay, for offering for compression eight bales of adulterated cotton.

The cotton was found, after having been bought by the accused and pressed in his press, by the Dhollera Sub-Inspector. I was therefore disposed to doubt whether the matter could be brought under the section, inasmuch as the accused could hardly be said to have offered the cotton for compression to any one but himself. But such cases appear to have been constantly tried under this section; and were it otherwise, the intention of the Act would be frustrated, and the road entirely clear for fraudulent persons merely by opening presses on their own account to escape all danger of detection.

I adjourned the case for a week in order to have all the cotton cleaned, as I found it impossible to proceed upon specimens only. I regret that, owing to my own inadvertence, the accused did not receive notice that *all* the bales were to be cleaned, and did not therefore send any person to watch the process on his behalf. But

I saw no reason for calling the witnesses who were forthcoming to prove that the stuff produced by the Sub-Inspector did come out of the bales.

The defence is—first, that this cotton is merchantable, and therefore not to be called adulterated: secondly, that the presence of the foreign matter in it can be well accounted for otherwise than by adulteration.

As to the first point, it seems to me that the Act does not take into consideration any question of cotton being merchantable or not. If the cotton has been adulterated, that is, if foreign matter has been added to it, with intent to increase its weight and thereby its price, offering it for compression is an offence under section 8. So much, therefore, of Mr. Whittle's evidence as goes to show that such cotton as this constantly arrives in England without a word against its fair fame, is, in my opinion, beside the mark. I may, however, express my opinion that if the object of the Act is to suppress dealing in cotton not honestly merchantable, it seems rather hard to be obliged—as, if I find that this cotton is adulterated, I am obliged—to punish the accused under its provision for pressing cotton which is—as I have no reason to doubt from the evidence that this is—honestly merchantable.

Is the cotton, then, adulterated or not? Bales No. 2 and No. 6 have not been cleaned, but I examined them, and am satisfied that what applies to the others applies to them. Bales No. 1, No. 4, No. 5, No. 7, No. 8, altogether weighed 94 maunds 35 seers, and there came out of them 9 maunds 38 seers, or more than 10 per cent., of foreign matter. Out of bale No. 3, which weighed 17 maunds 30 seers, came 3 maunds 18 seers of foreign stuff, or more than 20 per cent. Reckoning the total weight of the 8 bales at 150 maunds, the total profit from adulteration, at Rs. 100 per candy, would be about Rs. 75—a sum, in my opinion, a good deal more than sufficient to induce a Waniya to adulterate his cotton. The defence insists that all cotton loses as much as this has done when cleaned at home. But that cleaning is effected by machinery, this by hand. I must therefore require very clear proof that the foreign matter in bales No. 1, No. 4, No. 5, No 7, No. 8 has come naturally into them. I omit consideration of bale No. 3, as the amount and variety of foreign matter in it convince me that it is adulterated.

The foreign matter in the five bales consists of dirty cotton, crushed leaf, sand, and a white substance of the nature of chalk or lime. The defence accounts for these thus:—Crushed leaf and dirty cotton always accompany good cotton; sand is the result of the cotton having been "joored" on cowdung floors at Lagtar; and the white substance is the result of the cotton having been stowed for two years in white-washed godowns. On the other hand, "bhutra" and a preparation of sand and leaf are favourite means of adulteration. In my opinion the quantity of sand is such as could not be produced by any amount of "jooring" on cowdung floors; the theory of white-washed godowns does not satisfactorily account for the presence of the white substance throughout the bales;

and, under these circumstances, I feel sure that the leaf is also adulteration.

I, therefore, find the accused guilty of an offence under Bombay Act IX. of 1863, Section 8. In order to give him, as he wishes, the power of appealing, I sentence him to pay a heavier fine than I should otherwise have imposed, viz., Rs. 51.

C. E. G. CRAWFORD,
Magistrate F. C. and J. P.

Camp Banvala, 5th March, 1874.

REVENUE DEPARTMENT.—No. 1529 OF 1874.

BOMBAY CASTLE, *24th March*, 1874.

To the SECRETARY to the CHAMBER of COMMERCE, Bombay.

SIR,—I am directed to acknowledge the receipt of your letter, dated 27th ultimo, calling attention to the proceedings of the Cotton Inspector at Dhollera in having seized eight bales of cotton of low quality, purchased by Messrs. Gaddum and Co. at Dhollera, for despatch to Bombay, and in reply to forward for the information of the Chamber of Commerce the accompanying copy of a report, No. 409, dated 10th instant, with its accompaniments from the Magistrate of Ahmedabad.—I have, &c.,

E. JAMES,
Actg. Under-Secy. to Government.

No. 409 OF 1874.

AHMEDABAD COLLECTOR'S OFFICE, *10th March*, 1874.

MEMORANDUM.—The Collector of Ahmedabad has the honour to report that having ascertained on Messrs. Gaddum's first communication that the Sub Inspectors, acting on a former Departmental Circular, were in the habit of advising the owners of dirty cotton to clean it in ways such as "jooring," *i.e.*, beating on a charpoy, he instructed them to confine themselves to the procedure laid down in the Act.

2. This instruction is that alluded to in para. 5 of Messrs. Gaddum's letter, and the result has been that a prosecution was instituted against that firm, and a fine imposed, and their cotton confiscated by the First-class Magistrate in charge, Dhollera.

3. Appended will be found the report of the Sub-Inspector. It

is interesting to compare Messrs. Gaddum's description of the cotton "low class," "old crop," "not adulterated," with the actual contents of the bales as given in Mr. Carrel's statement.

4. Referring to para. 13 of Messrs. Gaddum's letter in which allusion is made to a certificate given by two Cotton Selectors, the Collector adds that when some of Mr. Harrison's cotton was seized, Mr. Beadle did the same kind act for him, Mr. Blodwell, who is a bank agent, supporting him as he had previously supported Mr. Beadle.

5. So long as these gentlemen can be protected from the tricks of native sellers they cry out for the Act, but when the Cotton Department deprecates *their* pressing three maunds of bhutra, sand, dirt, husk and seed, in fourteen maunds of cotton, they raise the cry of "injury to trade."—I have, &c.,

A. A. BORRODAILE, Collector.

No. 19 of 1874.

DHOLLERA, *6th March*, 1874.

To A. A. BORRODAILE, Esq., Collector of Ahmedabad.

SIR,—I have the honour to report that on the 7th ultimo I had occasion to examine several bales of cotton in Messrs. Gaddum and Co.'s compound at Dhollera, and found 8 bales to contain cotton, which appeared to me to be adulterated by means of white-clay, (called bhutra), sand, dirt, &c., the bales were then marked and separated from the rest.

On the 12th, in Mr. Beadle's presence, a maund of cotton from two of the bales—Nos. 1 and 5—was cleaned, and found to contain, viz., No. 1 two seers and No. 5 two and a half seers and five tolas white clay (bhutra), sand, dirt, &c.

On the 14th the 8 bales were given into the custody of the Police. I then proceeded to "Navree," and laid a complaint before the First-class Magistrate, Mr. Crawford, against Mr. Beadle (Messrs. Gaddum & Co.'s Agent) for having offered for compression and pressed 8 bales of adulterated cotton.

The case was tried on the 26th at Dhundhooka, but adjourned to the 5th instant. During that interval, by order of the Magistrate, six bales of cotton were cleaned so as to ascertain the amount of foreign matter, &c., each bale contained; a statement showing the same is herewith forwarded.

The case was resumed and decided yesterday, the 5th instant, at Burwalla, when Mr. Beadle was found guilty of an offence against Section 8 of Act IX. of 1863, and fined Rs. 51, and the 8 bales of cotton confiscated.—I have, &c.,

E. M. CARREL,

Sub-Inspr. of Cotton, Dhollera District.

STATEMENT showing the Gross weight of eight Bales of Cotton seized in Messrs. Gaddum & Co.'s Compound, also Weight of foreign matter found in six of the Bales.

Number of Bales.	Gross weight of bales when given into the custody of the Police. English Weight.			Gross weight of bales before being cleaned.		Weight of Foreign matter, leaf, &c., found in 6 of the bales.									Gross weight of bales after being cleaned.		Remarks.
						Dirt, Sand, Bhutra, Leaf, &c.			*Dirty Cotton, Kuppas, &c.*			Total.					
	Cwt.	Qr.	lbs.	Maunds.	Seers.	Maunds.	Seers.	Tolas.	Maunds.	Seers.	Tolas.	Maunds.	Seers.	Tolas.	Maunds.	Seers.	
1	6	3	23	18	17	1	39	20	a.	...	...	1	39	20	15	38	No. 3 Bale contained 1 maund and 17 seers, Bhutra sand, dirt, &c., 3 seers Husk of the Pod broken up, 4¾ seers cotton clotted with Bhutra, 6½ seers cotton unfit for use, and 1 maund and 23 seers kuppas, broken seed, &c. The cotton was Joored on cots with cloth spread underneath so as to gather all that fell from the cotton.
2	7	1	14	19	27	...	...	...	...	...	...	...	...	...	...	...	
3	7	0	7	17	30	Contents	given	in the	column	of re	marks.	3	18	...	14	26	
4	6	3	18	18	17	1	23	20	...	11	30	1	35	10	16	12	
5	7	0	18	19	3	1	27	...	...	3	10	1	30	10	16	32	
6	6	3	14	18	15	...	...	...	...	...	...	...	...	...	...	...	
7	7	0	16	19	2	1	22	10	...	6	10	1	28	20	17	8	
8	7	1	19	19	36	1	30	20	...	4	...	1	34	20	17	38	

E. M. CARREL,

Sub-Inspector of Cotton, Dhollera Dist.

Camp Dhollera, 6*th March*, 1874.

No 50 of 1874.

BOMBAY CHAMBER OF COMMERCE, 6th *April*, 1874.

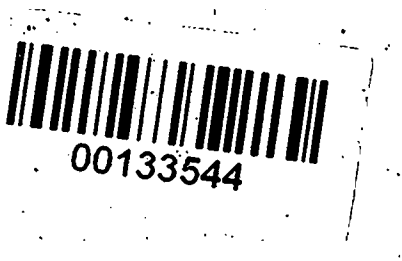
To the CHIEF SECRETARY to GOVERNMENT, Bombay.

SIR,—I have the honour, by direction of the Committee of Management of the Chamber, to acknowledge the receipt of Mr. Under-Secretary James's letter No 1529 of 1874, dated 24th ultimo, handing copy of a report dated 10th idem, with accompaniments, from the Magistrate of Ahmedábad, regarding a parcel of cotton belonging to Messrs. Gaddum & Co., which had been confiscated under Act IX. of 1863.

In reply, I am to state, for the information of His Excellency in Council, that the Committee, on a careful examination of the report made by Mr. Carrel, dated 6th ultimo, see no reason for altering or modifying the views which were expressed in my letter of 27th February, and they desire again to urge on Government the expediency of prohibiting the District Inspectors from interfering in a vexatious manner with the cotton trade generally.

In reference to the memorandum of the Collector of Ahmedabad, dated 10th March, the Committee cannot help regretting the objectionable language used in the two last paras. which appear to impute improper motives to the gentlemen mentioned therein.—I have, &c.,

JAMES TAYLOR, Secretary.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